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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as  
a separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(यहां अंशालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than  
the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 26 जून, 1990

(आय-कर)

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 26th June, 1990.

(INCOME-TAX)

का.आ. 2699.—आय-कर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खण्ड (iiख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एतद्द्वारा भारतीय औद्योगिक विकास बैंक, बम्बई द्वारा जारी किया गया "11.5% आई डी. बी.आई. बन्धपत्र 2010 (पचपनवी श्रृंखला)" को उक्त खण्ड के प्रयोजनार्थ विनिर्दिष्ट करती है :

परन्तुक उक्त परन्तुक के अधीन फायदा ऐसे बंधपत्रों के अन्तर्ण के मामले में पृष्ठांकन अथवा परिदान द्वारा तभी अनुज्ञेय होगा जब अन्तर्गती ऐसे अन्तर्ण के साठ दिन की अवधि के भीतर रजिस्ट्रीकृत डाक द्वारा भारतीय औद्योगिक विकास बैंक को सूचित करता है।

[म. 8689/फा म. 275/16/90-आ. कर(ब)]

S.O. 2699—In exercise of the powers conferred by clause (ii) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "11.5% IDBI Bonds 2010 (Fifty-fifth Series)", issued by the Industrial Development Bank of India, Bombay for the purposes of the said clause :

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds, by endorsement or delivery, only if the transferee informs the Industrial Development Bank of India by registered post within a period of sixty days of such transfer.

[No. 8689/F. No. 275/16/90-IT(B)]

(आय-कर)

का.आ. 2700.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खण्ड (iiख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एतद्द्वारा इंडस्ट्रियल डेव्लपमेंट बैंक इन्वेस्टमेंट

रपोरेशन आफ इंडिया लि., बम्बई द्वारा दिनांक 15 नवम्बर, 1989 को जारी किए गए "11.5% आई.डी.बी.आई. बन्धन (2009)" को उक्त खण्ड के प्रयोजनार्थ विनिर्दिष्ट करती है :

परन्तु उक्त परन्तुक के अधीन फायदा एस बन्धनों के पृष्ठांकन अथवा परिदान द्वारा अन्तरण के मामले में तभी अनुज्ञप्त होगा जब अन्तरिती ऐसे अन्तरण के साठ दिन की अवधि के भीतर रजिस्ट्रीकृत बैंक द्वारा इंडस्ट्रियल क्रेडिट एण्ड इन्वेस्टमेंट कारपोरेशन आफ इंडिया लि. को सूचित करता है ।

[सं. 8690/फा.सं. 275/19/90-आ.कर(ब)]

# (INCOME-TAX)

S.O. 2700.—In exercise of the powers conferred by clause (i) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "11.5 per cent Bonds (2009)" issued on November 15th, 1989, by the Industrial Credit and Investment Corporation of India Limited, Bombay, for the purposes of the said section :—

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds, by endorsement or delivery, only if the transferee informs the Industrial Credit and Investment Corporation of India Limited, by registered post within a period of sixty days.

[No. 8690/F. No. 275/19/90-IT (B)]

नई दिल्ली, 3 अगस्त, 1990

(आयकर)

का.आ. 2701—आयकर अधिनियम, 1961 (1961 का 43) द्वारा 193 के परन्तुक के खण्ड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारत के निर्यात-आयात बैंक बम्बई द्वारा जारी किए गये "11.5. प्रतिशत एक्जिम बैंक बन्धन-2010 (सातवीं श्रृंखला)" को उक्त खण्ड के प्रयोजनार्थ विनिर्दिष्ट करती है :—

परन्तु उक्त परन्तुक के अधीन लाभ, ऐसे बन्धनों के अन्तरण अथवा डिलीवरी द्वारा किये जाने के मामले में तभी मिलेगा अन्तरिती ऐसे अन्तरण की तारीख से साठ दिनों की अवधि के भीतर भारत के निर्यात-आयात बैंक को रजिस्टर्ड डाक से सूचना दे दे।

[संख्या 8730 फा.सं. 275/73/90-आयकर(ब.)]

New Delhi, the 3rd August, 1990

# (INCOME-TAX)

S.O. 2701.—In exercise of the powers conferred by clause (i) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "11.5% EXIM BANK BONDS—2010 (Seventh Series)", issued on November 15th, 1989, by the Export-Import Bank of India, Bombay, for the purposes of the said clause;

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds by endorsement or delivery only if the transferee informs the Export-Import Bank of India by registered post within a period of sixty days of such transfer.

[No. 8730/F. No. 275/73/90-IT(B)]

नई दिल्ली, 6 अगस्त, 1990

(आयकर)

का.आ. 2702—आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खण्ड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारतीय आर्थिक विकास बैंक बम्बई द्वारा जारी किये गये "11.5 भारतीय आर्थिक विकास बैंक बन्धन-2010 (छत्तवीं श्रृंखला)" को उक्त खण्ड के प्रयोजनार्थ विनिर्दिष्ट करती है :—

वर्तते कि उक्त परन्तुक के अधीन लाभ एस बन्धनों के अन्तरण पृष्ठांकन अथवा डिलीवरी द्वारा किये जाने के मामले में तभी मिलेगा यदि अन्तरिती ऐसे अन्तरण की तारीख के साठ दिनों की अवधि के भीतर भारतीय आर्थिक विकास बैंक को रजिस्टर्ड डाक से सूचना दे दे।

[संख्या 8728/फा.सं. 275/62/90-आ. कर (बजट)]

New Delhi, the 6th August, 1990

# (INCOME-TAX)

S.O. 2702.—In exercise of the powers conferred by clause (ii) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby specifies the "11.5% IDBI Bonds 2010 (Fifty-Six Series)", issued by the Industrial Development Bank of India, Bombay, for the purposes of the said clause :

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds, by endorsement or delivery, only if the transferee informs the Industrial Development Bank of India by registered post within a period of sixty days of such transfer.

[No. 8728/F. No. 275/62/90-IT, B)]

नई दिल्ली, 1 सितम्बर, 1990

(आयकर)

का.आ. 2703—आयकर अधिनियम, 1961 (1961 का 43) की धारा 194ए की उप-धारा (3) के खण्ड (vi) के अनुसरण में, केन्द्रीय सरकार एतद्वारा निम्नलिखित तालिका में उल्लिखित बचत-पत्रों को उक्त खण्ड के प्रयोजनार्थ अधिमूचित करती है :—

तालिका

बचत-पत्रों का विवरण

1. राष्ट्रीय बचत पत्र (V निर्गम)
2. राष्ट्रीय बचत वार्षिकी पत्र
3. राष्ट्रीय बचत पत्र (VI निर्गम)
4. राष्ट्रीय बचत पत्र (VII निर्गम)
5. सामाजिक सुरक्षा पत्र

[फा.सं. 275/3/90-आ. कर (बजट) (8729)]

वी. ई. एलैक्जेंडर, अवसर सचिव

New Delhi, the 1st September, 1990

# (INCOME-TAX)

S.O. 2703.—In pursuance of clause (vi) of sub-section (3) of section 194A of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the Certificates men-

tioned in the Table below for the purposes of the said clause.

TABLE

## Description of Certificates

1. National Savings Certificates (V Issue)
2. National Savings Annuity Certificates
3. National Savings Certificates (VI Issue)
4. National Savings Certificates (VII Issue)
5. Social Security Certificates.

[F. No. 275/3/90-IT(B)(8729)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 18 जुलाई, 1990

## आय-कर

का.आ. 2704. आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "जगद्गुरु श्री शंकराचार्य स्वामीयल समस्थानम्, कांचीपुरम्" को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिये निम्नलिखित शर्तों के अधीन रहते हुए, उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिता इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिये इसका संचयन पूर्णतया तथा अन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इसकी स्थापना की गई है,
- (ii) कर-निर्धारिता उपर-उल्लिखित करनिर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक हथ अथवा तरीकों से भिन्न तरीकों से इसकी निधि जेवर-जवाहिरात फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना ऐसी किसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिता के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हों।

[सं. 8705/का.स. 197/104/90-आयकर(भ. -I)]

New Delhi, the 18th July, 1990

## (INCOME-TAX)

S.O. 2704.-- In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Jagadguru Sri Sankaracharya Swamigal Samasthanam: Kancheepuram" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely :-

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any

period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;

- (iii) this notification will apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8705/F. No. 197/104/90-IT(A-I)]

## शुद्धिपत्र

नई दिल्ली, 8 अगस्त, 1990

## (आयकर)

का.आ. 2705. आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) के अन्तर्गत जारी की गई दिनांक 18 जुलाई, 1990 की अधिसूचना संख्या 8705 में क्रमांक (iii) पर विनिर्दिष्ट शर्त निम्नलिखित के रूप में गढ़ने के लिये संशोधित की जायेगी :-

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो, जब तक कि वह कारोबार उक्त कर-निर्धारिता के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हों।

[संख्या 8720/का.स. 197/104/90-आयकर(भ. -I)]

आनन्द किशोर, अवर सचिव

New Delhi, the 8th August, 1990

## (INCOME-TAX)

## CORRIGENDUM

S.O. 2705.-- In the Notification No. 8705 dated 18th July, 1990 issued under sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the condition specified at (iii) shall be corrected to read as follows :-

- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8720/F. No. 197//104/90-IT(A-I)]

ANAND KISHORE, Under Secy.

नई दिल्ली, 23 अगस्त, 1990

## (आयकर)

का.आ. 2706. आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा "मितायोग चर्च, मंगलौर" को उक्त उपखंड के प्रयोजनार्थ कर-निर्धारण वर्ष 1988-89 तथा 1989-90 के लिये अधिसूचित करती है।

[सं. 8723/का.स. 197/241/87-आयकर(भ. -I)]

New Delhi, the 23rd August, 1990

## (INCOME-TAX)

S.O. 2706.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Milagres Church, Mangalore" for the purpose of the said sub-clause for the assessment years 1988-89 and 1989-90.

[No. 8723/F. No. 197/241/87-IT(A1)]

(आ.स.स.)

का.आ. 2707.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "सदर अजुमन अहमदिया, कार्दि, पंजाब" को उक्त उपखण्ड के प्रयोजनार्थ कर-निर्धारण वर्ष 1990 के लिये अधिसूचित करती है।

[स. 8724/फा.स. 197/127/89-आ.कर(न.-I)]

दलीप सिंह, विवेक कार्य अधिकारी

## (INCOME-TAX)

S.O. 2707.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sadar Anjuman Ahmadiyya, Qadian, Punjab" for the purpose of the said sub-clause for the assessment year 1989-90.

[No. 8724/F. No. 197/127/89-IT(A.1)]

DALIP SINGH, Officer on Special Duty

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 25 सितम्बर, 1990

का.आ. 2708.—बैंक कार्य विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पढ़ी जाने वाली धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 11 की उप-धारा (1) के उपबन्ध संपदा सहकारी बैंक लिमिटेड पुणे, महाराष्ट्र पर इस अधिसूचना के राजपत्र में प्रकाशित होने की तारीख से 31 मार्च 1991 तक की अवधि के लिये लागू नहीं होंगे।

[स. 17(1) 90-विकास]

नारज प्रसाद, उप सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 25th September, 1990

S.O. 2708.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Sub-Section (1) of Section 11 of the said Act shall not apply to the Sampada Sahakari Bank Ltd., Pune, Maharashtra for the period from the date of publication of this notification in the Gazette of India to March 31, 1991.

[F. No. 17(1)/90-Dev]

N. PRASAD, Dy Secy.

नई दिल्ली, 26 सितम्बर, 1990

का.आ. 2709.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,

केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध बरेली बैंक पर 30 नवम्बर, 1990 तक उस सीमा तक लागू नहीं होंगे जहां तक इस बैंक से दिनांक 31 मार्च, 1990 तक की स्थिति के अनुसार, लेखा परीक्षक की रिपोर्ट सहित लेखाओं और तुलनपत्र की निर्धारित ढंग से प्रकाशित करने और उसकी तीन प्रतियां भारतीय रिजर्व बैंक को, 30 सितम्बर, 1990 तक की बढ़ाई हुई अवधि के अन्दर-अन्दर विवरणियों के रूप में प्रस्तुत करने की अपेक्षा की जाती है।

[स. 15/10/90-बी.आ.-III]

New Delhi, the 26th September, 1990

S.O. 2709.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act, shall not apply to UCO Bank upto 30th November, 1990 in so far as it is required to publish the accounts and balance sheet as at 31st March, 1990 together with auditor's report in the prescribed manner and submit three copies thereof as returns to the Reserve Bank of India within the extended period upto 30th September, 1990.

[No. 15/10/90-B.O.III]

नई दिल्ली, 28 सितम्बर, 1990

का.आ. 2710.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध बरेली कारपोरेशन बैंक लि. पर 24 नवम्बर 1990 तक उस सीमा तक लागू नहीं होंगे जहां तक इस बैंक से दिनांक 31 मार्च, 1990 तक की स्थिति के अनुसार, लेखा परीक्षक की रिपोर्ट सहित लेखाओं और तुलनपत्र की निर्धारित ढंग से प्रकाशित करने और उसकी तीन प्रतियां भारतीय रिजर्व बैंक को, 30 सितम्बर, 1990 तक की बढ़ाई हुई अवधि के अन्दर-अन्दर विवरणियों के रूप में प्रस्तुत करने की अपेक्षा की जाती है।

[संख्या 15/11/90-बी.ओ.-III]

श्रीमती अनिता कपूर, उप सचिव

New Delhi, the 28th September, 1990

S.O. 2710.—In exercise of powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act shall not apply to the Bareilly Corporation Bank Ltd. upto 24th November 1990 in so far as it is required to publish the accounts and Balance Sheet as at 31st March, 1990 together with Auditor's Report in the prescribed manner and submit three copies thereof as returns to the Reserve Bank within the extended period 30th September, 1990.

[No. P. 15/11/90-B.O.-III]

Mrs. ANITA KAPUR, Dy. Secy.

नई दिल्ली, 4 अक्टूबर, 1990

क्र.पा. 2711 :- राष्ट्रीय बैंक (प्रबंध एवं प्राविण्य व्यवस्था) अधिनियम, 1980 के खण्ड 3 के उपखण्ड (ग) के अन्तर्गत निम्नलिखित व्यक्तियों को अधिनियम (2) में निर्दिष्ट व्यक्तियों की जगह निर्धारण के अन्तर्गत अधिनियम (1) में निर्दिष्ट राष्ट्रीय बैंकों का निदेशक नियुक्त करना है :-

## भारतियाँ

1	2	3
भारतीय		
1	2	3
पंजाब एण्ड सिन्ध बैंक	के.के. मुद्गिल, प्रबंधक, भारतीय रिजर्व बैंक, कानपुर	श्री एम् एल टी फर्नांडिस
आंध्र बैंक	एन हरिरामानी, प्रबंधक, भारतीय रिजर्व बैंक, हैदराबाद	श्री आर रामानुजम

[यं. 9/9/90-नं. ओ.-1 (2)]

New Delhi, the 4th, October 1990

S.O. 2711 : - In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table:

TABLE

1	2	3
Punjab and Sind Bank	Shri K.K. Mudgil, Manager, Reserve Bank of India, Kanpur.	Shri M.L.T. Fernandes
Andhra Bank	Shri N. Hariramani, Manager, Reserve Bank of India, Hyderabad.	Shri R. Ramanujam

[No. F. 9/9/90-BO. 1 (2)]

का आ. 2712 ---राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध (स्थान, 1970 के खण्ड 3 के उपखण्ड (ख) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा नीचे दी गयी भारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त भारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों का निदेशक नियुक्त करती है :-

## भारणी

1	2	3
इंडियन ओवरसीज बैंक	श्री एम. एल. टी. फर्नांडीस मुख्य प्रबंधक, भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय, बम्बई।	श्री एन. डी. परमेश्वरन
देना बैंक	श्री आर. रामानुजम, संयुक्त मुख्य अधिकारी, वैयक्तिक परिचालन और विकास विभाग, भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय, बम्बई।	श्री अगस्तिन प। कुरियस
यूनियन बैंक ऑफ इंडिया	श्री डी. एन. समर्थ, मुख्य अधिकारी, वैयक्तिक संस्था कक्ष, भारतीय रिजर्व बैंक, केन्द्रीय कार्यालय, बम्बई।	श्री के. एन. भारगव

[मध्या 9/9/90-वा ओ. 1 (1)]

एम. एस. सीतारामन, अवर सचिव

S.O. 2712 --- In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints the person specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table:

TABLE

1	2	3
Indian Overseas Bank	Shri M.L.T. Fernandes, Chief Manager, Reserve Bank of India, Central Office, Bombay.	Shri N.D. Parameswaran
Dena Bank	Shri R. Ramanujam, Joint Chief Officer, Department of Banking, Operations and Development, Reserve Bank of India, Central Office, Bombay.	Shri Augustine P. Kurias
Union Bank of India	Shri D.N. Samarth, Chief Officer, Financial Institution Cell, Reserve Bank of India, Central Office, Bombay.	Shri K.N. Bhargava

[No. F. 9/9/90 BO. 1 (1)]

M.S. SEETHARAMAN, Under Secy.

केन्द्रीय उरदाद शुल्क

अधिसूचना संख्या 7/13/90

नागपुर, 10 सितम्बर, 1990

का.अ. 2713—श्री पी. ए. शमदासनी, प्रशासनिक अधिकारी, समूह गणानुवर्तक, नागपुर निर्यात की शाय प्राप्त करने पर दिनांक 3-1-990 की अपराधन में शामिल सेवा में निवृत्त हूँ।

[फार्म II(3)/13/89-ई.टी.-1/60904]

जीतराम कैंट, अपर समाहर्ता (कार्मिक एवं सतर्कता)

CENTRAL EXCISE COLLECTORATE

NOTIFICATION NO. 7/1990

Nagpur, the 10th September, 1990

2713.—Shri P. A. Shamdasani Administrative Officer of Excise Group 'B' of Nagpur Collectorate having reached the age of superannuation retired from Government service on 31-8-1990 in the afternoon.

[C. No. II(3)13/89/ET. I/60901]

I. R. KAIT, Additional Collector (PER&VIG)

वाणिज्य संचालय

नई दिल्ली, 13 सितम्बर 1990

आ. 2714.—केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा शक्तियों का प्रयोग करते हुए निर्यात (क्वालिटी नियंत्रण और) नियम, 1964 का और संशोधन करने के लिए निम्नलिखित लाती है, अर्थात्:—

(क) इन नियमों का संक्षिप्त नाम निर्यात (क्वालिटी नियंत्रण और निरीक्षण) (संशोधन) नियम, 1990 है।

(ख) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।  
नि (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 जिसे इसमें पश्चात् उक्त नियम कहा गया है में—

(क) नियम 13 के उप नियम (6) के स्थान पर, निम्नलिखित रखा जाएगा, अर्थात्:—

“(6) आवेदक द्वारा प्रारूप 5 में अपेक्षित बंध पत्र निष्पादित करने के पश्चात् केन्द्रीय सरकार आवेदक को प्रारूप 2 में अनुमोदन प्रमाण पत्र जारी करेगी जो एक वर्ष से अधिक ऐसी अवधि के लिए जो इसमें विनिर्दिष्ट की जाए, विधिमान्य होगा।”;

उक्त नियम में विद्यमान प्रारूप 2 के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:—

“फार्म सं. 2”

[नियम 13(6) देखिए]

भारत सरकार

वाणिज्य संचालय

ग सदत/सर्वेक्षक/प्रतिचयक के अनुमोदन का प्रमाणपत्र।

(क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 की धारा 7(2) के अनुसार विहित प्रक्रिया का अनुपालन करने पर सदत/सर्वेक्षकों/प्रतिचयकों को उनकी प्रविष्टियां नीचे दर्शाए गए के लिए आशयित वस्तुओं के परीक्षण/सर्वेक्षण/नमूना लेने का अधिकार द्वारा अनुमोदित किया जाता है।

प्रयोगशाला/परीक्षण सदन का स्थान:

1. यह अधिनियम अधिनियमों को विनिर्दिष्ट (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 के अधीन अधिवर्तित और उद्योगों के अनुसार वस्तुओं का उसके अधीन जारी किए गए नियमों और शर्तों के अनुसार अधिकरण की ओर से परीक्षण तथा जांच करने के लिए समर्थ बनाती है ऐसी जांचों तथा परीक्षणों के लिए फीस अधिकरण द्वारा शाय को मद की जाएगी। परन्तु सदत/सर्वेक्षक/प्रतिचयक द्वारा ऐसी जांच तथा परीक्षण के लिए कोई भी फीस प्रस्तावित नहीं की जाएगी।

वस्तुएं

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(iii) यह अनुमोदन \_\_\_\_\_ से \_\_\_\_\_ तक विधि-

मान्य होगा और नियमित (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 में विहित रूप में नवीकृत किया जा सकेगा

निदेशक,

नई दिल्ली,

भारत सरकार के लिए और उसकी ओर से

हस्ताक्षर:

(ग) उक्त नियमों में विद्यमान प्रारूप 4 के पश्चात् निम्नलिखित प्रारूप अन्तःस्थापित किया जाएगा, अर्थात्:—

“प्रारूप सं. 5”

वधपत्र

[नियम 13(6) देखिए]

परीक्षण सदत/सर्वेक्षक/प्रतिचयक के आग्रहायक अधिकारी द्वारा हस्ताक्षर किए जाने के लिए।

1. मैं/हम घोषणा करता हूँ/करते हैं कि हम निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (2) के अनुसार मान्यताप्राप्त परीक्षण सदत/सर्वेक्षक/प्रतिचयक के रूप में परीक्षण/सर्वेक्षण/नमूना लेने का कार्य करेंगे और उन सभी मार्गों पर दर्शन विषयक उपबंधों का अनुपालन करेंगे जो मान्यता के लिए परिषद् द्वारा समय-समय पर जारी किए गए हों।

2. मैं/हम बैंक प्रत्याभूति के रूप में 5,000 रु. (पांच हजार केवल) प्रतिभूति निक्षेप देने के लिए सहमत हूँ/हैं।

3. मैं/हम निर्यात निरीक्षण परिषद् द्वारा नियत दरों के अनुसार जांच/सर्वेक्षण/नमूना लेने की फीस लूंगा/लेंगे।

4. मैं/हम निर्यातकताओं से जांच/नमूना लेने/सर्वेक्षण की फीस नहीं लूंगा/लेंगे।

5. मैं/हम निर्यात निरीक्षण परिषद् या निर्यात निरीक्षण अधिकरण के अधिकारी(यो) को निरीक्षण/जांच/सर्वेक्षण/नमूना लेने से संबंधित दस्तावेजों की जांच करने की अनुज्ञा देंगे तथा इस संबंध में किन्हीं भी दस्तावेजों की मांग होने पर उसे पेश करेंगे।

6. मैं/हम निर्यात निरीक्षण परिषद् या निर्यात निरीक्षण अधिकरण के अधिकारी को प्रयोगशाला की किसी भी जांच परख/परीक्षण, अंग शोधन : क्षमता के स्थापन के लिए पूरा सहयोग देंगे।

7. मैं/हम शीजों में और/या प्रयोगशाला में कर्मचारी के किसी भी परिवर्तन के लिए निर्यात निरीक्षण परिषद् को सूचित करेंगे और निर्यात निरीक्षण परिषद् द्वारा नियत ऐसी अंग शोधन में परीक्षण/सर्वेक्षण नमूना लेने की रिपोर्ट प्रस्तुत करेंगे।

8. मैं हम समझते हैं कि निर्यात निरीक्षण परिषद् द्वारा जारी निर्यात निरीक्षण परिषद् अपने पूर्ण विवेकानुसार पर बिना किसी सूचना या कारण के भाग्य या पूर्णतः को तब सम्मान कर सकता है जब उसके विचार से इसे हमें सौंपा गया कार्य निर्यात निरीक्षण परिषद् द्वारा सम्मान्य पर जारी किए गए नियमों और अनिवार्य के अनुसार नहीं किया जा रहा है।

9. मैं हम समझते हैं कि निर्यात निरीक्षण परिषद् और केन्द्रीय सरकार किसी माल उत्पादों/ओज़ारों/कर्मचरियों को हुए वकालत या दृष्टता मन्त्रि से/हमारे द्वारा किए गए परीक्षण सर्वेक्षण लिए गए नमूने किसी एक भी मद या उत्पाद के लिए किसी भी वित्तिक या वित्तीय दायित्व के विपक्ष अपने को मन्त्र करती है।

(हस्ताक्षर)

नाम-----

पदनाम-----

स्था का नाम-----

तारीख-----

स्थान-----

[फाईल नं. 3/11/89-ई. आई. एंड. ई-पी]

ए. के. चौधरी, निदेशक

पाद टिप्पणी:

मूल नियम का. आ. 3317 तारीख 1-10-1964 के अनुसार प्रकाशित किए गए तथा निम्नानुसार संशोधित किए गए:

का.आ. 3100 तारीख 29-09-1965 का.आ. 2603 तारीख 20-08-77

का.आ. 3965 तारीख 06-11-1967 का.आ. 2745 तारीख 23-09-78

का.आ. 277 तारीख 18-01-69 का.आ. 2496 तारीख 26-09-81

का.आ. 2718 तारीख 23-07-68 का.आ. 5227 तारीख 26-01-85

का.आ. 1855 तारीख 22-07-72 का.आ. 1551 तारीख 14-03-83

का.आ. 0103 तारीख 06-01-73 का.आ. 5395 तारीख 30-11-85

का.आ. 3030 तारीख 27-09-86

## MINISTRY OF COMMERCE

New Delhi, the 3rd September, 1990

S.O. 2714.—In exercise of the powers conferred by section 17 of the Export (Quality Controls and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export (Quality Control and Inspection) Rules, 1964, namely :—

1. (1) These rules may be called the Export (Quality Controls and Inspection) Amendment) Rules, 1990.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export (Quality Control and Inspection) Rules, 1964, therein after referred to as the said rules (a) for sub-rule (6) of rule 13, the following shall be substituted, namely :—

“(a) After the applicant has executed the required bond in Form V, the Central Government shall issue the certificate of approval in Form II to the applicant which shall be valid for such period not exceeding one year as may be specified therein.”.

(b) In the said rules, for existing Form II, the following Form shall be substituted, namely :—

“FORM NO. II

[See Rule 13 (6)]

GOVERNMENT OF INDIA

MINISTRY OF COMMERCE

Certificate of approval of 'Testing House Surveyor' Sampler.

In terms of section 7 (2) of the Export Quality Control & Inspection) Act, 1963 (22 of the 1963), the testing house/surveyors sampler(s) whose particulars are given below having complied with the prescribed procedure is/are approved by the Central Government for testing/surveying/sampling commodities that are intended for export.

Name :

Address :

Location of Laboratory/Testing House :

II. This approval enables its holder to carry out on behalf of the Agency, examination and testing of commodities notified under the Export (Quality Control & Inspection), Act, 1963 and specified herein, in accordance with the rules and orders issued thereunder. (Fee for such examination and testing will be paid to the holder by the Agency. No fee for such examination and testing is to be charged by the testing house/surveyor/sampler).

## COMMODITIES

(1) -----

(2) -----

(3) -----

(4) -----

III. This approval shall be valid from-----to-----and may be renewed as prescribed in the Export (Quality Control and Inspection) Rules, 1964.

Rules, 1964.

New Delhi,

Date-----

Director

For and on behalf of the  
Government of India.”.

(c) In the said rules, after existing Form IV, the following Form shall be inserted, namely :—

“FORM NO. V

## BOND

[See Rule 13 (6)]

To be signed by the Officer-in-charge of Testing House/Surveyor(s)/Sampler(s)

1. I/We hereby declare that we shall undertake Testing Surveying/Sampling work as a recognised

Testing House|Surveyor|Sampler in accordance with sub-section (2) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), and shall comply with all the provisions of the guidelines issued by the Council from time to time for recognition.

2. I|We agree to give security deposit of Rs. 5,000/- ( Rupees Five thousand only) in the form of Bank Guarantee.

3. I|We shall charge fees for testing|surveying|sampling as per the rates stipulated by the Export Inspection Council.

4. I|We shall not charge fee for testing|sampling|surveying from the exporter.

5. I|We shall allow the officer (s) of Export Inspection Council or Export Inspection Agency to examine the documents regarding inspection|testing|surveying|sampling and shall produce any documents to them on demand in this regard.

6. I|We shall offer the officer of Export Inspection Council or Export Inspection Agency full co-operation in undertaking any check-test|verification to the testing, calibration and capability of the laboratory.

7. I|We shall communicate to Export Inspection Council any changes in equipments and/or personnel in the laboratory and shall submit report of testing|surveying|sampling in such periodicity as may be stipulated by the Export Inspection Council.

8. I|We agree that the Director (Inspection & Quality Control), Export Inspection Council at his entire discretion may terminate the recognition in part or full without any notice or assigning any reason, if in his opinion, the work entrusted to me/us is not being done in accordance with the instructions

issued by Export Inspection Council from time to time.

9. I|We agree that Export Inspection Council and Central Government absolves itself against any legal or financial liability for any item or product tested|surveyed|sampled by me/us involving accident or damage to personnel|equipment|products at any time.

(Signautre)

Name\_\_\_\_\_

Designation\_\_\_\_\_

Name of the Organisation\_\_\_\_\_

Dated :\_\_\_\_\_

Place :\_\_\_\_\_

[F. No. 3/41/89-ए.क.ए.ए.]  
A. K. CHAUDHURI, Director

#### Footnote

The principle rules were published vide S.O. 3317 dated 1-10-1964 and subsequently amended by :

- S.O. 3100 dated 29-09-1965
- S.O. 3965 dated 06-11-1967
- S.O. 277 dated 18-01-1969
- S.O. 2718 dated 23-07-1968
- S.O. 1855 dated 22-07-1972
- S.O. 0103 dated 06-01-1973
- S.O. 2603 dated 20-08-1977
- S.O. 2745 dated 23-09-1978
- S.O. 2496 dated 26-09-1981
- S.C. 5227 dated 26-11-1985
- S.O. 1551 dated 19-03-1983
- S.O. 5395 dated 30-11-1985
- S.O. 3030 dated 27-09-1986

नई दिल्ली, 4 अक्टूबर 1990

का आ 3715:- केन्द्रीय सरकार, मैनिफेस्ट पटमन अधिनियम, 1975 के नियम 8 के साथ पठित निर्यात (कालिटर निर्यात और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित का पत्र पत्र पत्र करने के लिए जो नीचे दी गई शर्तों के अधिनियम (1) में उल्लिखित व्यक्तियों से मिलकर अनेक जो उनके अधिनियम (1) में उल्लिखित पत्र में उल्लिखित क्षेत्रों में निरीक्षण करने के लिए, उक्त धारा 7 की उपधारा (1) के अधीन स्थापित किसी अधिकाधिक के निरीक्षणों के निरीक्षण करने के लिए प्राधिकार होगा:

परन्तु जहाँ उक्त पत्र में से कोई भी सदस्य किसी अपील की विषय वस्तु में व्यक्तिगत रूप से जितना है वहाँ वह उस अपील से संबंधित कार्य-कार्रवाई में भाग नहीं लेगा।

#### सारणी

वह प्राधिकारी जिसके निरीक्षण के निरीक्षण की जा सकेगी और वे क्षेत्र जहाँ निरीक्षण किया गया।

निरीक्षणों के निरीक्षण करने वाले व्यक्ति जिसको अपील की जा सकेगी।

1

2

निर्यात निरीक्षण अधिकार:- बम्बई/कलकत्ता/कोचीन/दिल्ली/मुद्राम।

1. पटमन आयुक्त,  
पटमन आयुक्त का कार्यालय, 20-बी, अब्दुल हमिद स्ट्रीट,  
कलकत्ता-700069.

पदेन:- अध्यक्ष

2. अध्यक्ष,  
तकनीकी विकास विभाग,  
भारतीय पटमन मिल संगम,

1

2

6, नेमाजी मुभाय रोड, कलकत्ता-700001

पदेन-सदस्य

3. अध्यक्ष,

कलकत्ता पटसन फौजिक शिपर्स संगम,

4, इण्डियन एक्सचेंज प्लेस, (7वां तल),

कलकत्ता-700001. सदस्य

4. श्री पी. के. सेन,

मुख्य आन्तरिक लेखा परीक्षक, आई. सी. आई., इंडिया लिमिटेड,

आई सी आई हाउस, 34, जे एल. नेहरू रोड,

कलकत्ता-700071.

--सदस्य

5. उप महानिदेशक (ई प्रार),

भारतीय मानक ब्यूरो, 1/14, सी. आई. टी. स्कीम,

VII-एम, बी. आई. पी. रोड, मानीकटला,

कलकत्ता-700054.

--सदस्य

6. श्री प्रार एम्. उपप्रधान,

निदेशक,

क्वान्टी लेमिनेट्स प्राइवेट लिमिटेड, 6, कलाइबरो,

कलकत्ता-700001.

--सदस्य

7. निदेशक,

भारतीय पटसन उद्योग अनुसंधान संगम,

17, तारातला रोड, कलकत्ता-700088.

पदेन-सदस्य

8. संयुक्त निदेशक,

नियमित निरीक्षण अभिकरण-कलकत्ता,

14/1-बी, अजरा स्ट्रीट (7वां तल),

कलकत्ता-700001.

सदस्य-संयोजक

टिप्पणी -- अध्यक्ष सहित विशेषज्ञों के पैनल की मणपूर्ति तीन सदस्यों की होगी।

[काइल सं. 6 (2)/90-ई आई एण्ड ई पी]

New Delhi, 4th October, 1990

S.O. 2715 .—In exercise of the powers conferred by sub-section (4) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with Rule 8 of the Export of Laminated Jute Products (Inspection) Rules, 1975 the Central Government hereby constitutes the Panel of Experts consisting of the persons mentioned in column (2) of the Table given below as the authority for hearing appeals against the decisions of the agency established under sub-section (1) of the said Section 7 carrying out inspection in the areas mentioned in the corresponding entry in column (1) thereof:

Provided that where a member of any of the said Panel is personally interested in the subject matter of any appeal, he shall not take part in the proceeding relating to that appeal.

TABLE

Authority against whose decision appeal lies and the areas in which inspection is carried.	Persons constituting the Panel of Experts to which appeal lies.
(1)	(2)
Export Inspection Agency Bombay/Calcutta/Cochin/Delhi/Madras.	1. Jute Commissioner, Office of the Jute Commissioner,

1

2

- 20B, Abdul Hamid Street,  
Calcutta 700 069  
Ex officio Chairman.
2. Chairman,  
Technical Development Division,  
Indian Jute Mills Association,  
6, Netaji Subash Road,  
Calcutta 700 001.  
Ex officio Member.
3. Chairman,  
Calcutta Jute Fabric Shippers  
Association,  
4, India Exchange Place  
(7th Floor)  
Calcutta 700 001  
Member
4. Shri P.K. Sen,  
Chief Internal Auditor,  
I.C.I. India Ltd.,  
ICI, House.  
34, J.L. Nehru Road,  
Calcutta 700 071  
Member.
5. Deputy Director General (ER)  
Bureau of Indian Standards,  
1/14, C.I.T. Scheme,  
VII M, V.I.P. Road,  
Manicktala,  
Calcutta 700 054.  
Member
6. Shri R.S. Agarwal,  
Director,  
Quality Laminators Pvt. Ltd.,  
6, Clive Row,  
Calcutta 700 001  
Member
7. Director,  
Indian Jute Industries Research Association,  
17, Taratala Road,  
Calcutta 700 088  
Member.
8. Joint Director,  
Export Inspection Agency Calcutta  
14/1B, Ezra Street,  
(7th floor),  
Calcutta-700 001.  
Non-Member Convenor.

Note: The quorum of the Panel of experts shall be three including the Chairman.

[F. No. 6(2)/90 EI & EP]

का आ 3716 केन्द्रीय सरकार पटसन उत्पादों के निर्यात (ट्रेडिंग कंटा, टाट काड़ा, हेमिपन और टाट के रीले तथा कॉलोन अस्तरण के काड़े), निरीक्षण निरम, 1979 के नियम 11 के साथ पाठा निर्यात (करोड़ों निर्यात और निरीक्षण) अधिनियम, 1963 (1963 का 22) का धारा 7 का उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विशेषज्ञों का एक पैनल गठित करता है, जिसमें नीचे दी गई सारणा के अन्तर्गत (2) में उल्लिखित व्यक्तियों के अतिरिक्त जो उनके अन्तर्गत (1) में उल्लिखित क्षेत्रों में निरीक्षण कार्य के लिए उत्तर धारा 7 का उपधारा (1) के शर्तों के अधीन स्थापित किसी अधिकरण के विनिष्ठ के विद्यमान अर्थों की सुनवाई करने के लिए प्राधिकारित होंगे।

परन्तु जहाँ एक पैनल में से कोई भी सदस्य किसी अर्थों का विषय वस्तु में व्यक्तिगत रूप से हितवन्त है, वहाँ वह उस अवधि में संबंधित कार्य बाह्यी में भाग नहीं लेगा।

### सारणी

मह प्राधिकार जिनके विनिष्ठ के विद्यमान अर्थों की जा गयेगी विशेषज्ञों के पैनल गठित करने वाले व्यक्ति जिनको अर्थों की जा सकेगी।

1	2
निर्यात निरीक्षण अधिकरण- - मुम्बई/कलकत्ता/कोरबा/दिल्ली/मद्रास।	1. पटसन आयुक्त, पटसन आयुक्त का कार्यालय, 20-बी, अबुल हासिम स्ट्रीट, कलकत्ता-700009. पदेन- - अध्यक्ष
	2. अध्यक्ष, तकनीकी विकास, डिबीजन भारतीय पटसन मिल संगम, रॉयल एक्सचेंज, 6, नेताजी सुभाष रोड, कलकत्ता-700001. पदेन- - सदस्य
	3. अध्यक्ष, कलकत्ता पटसन फैब्रिक मिल संगम. 4, इण्डियन एक्सचेंज प्लेस, 17वां तल, कलकत्ता-700001 पदेन- - सदस्य
	4. अध्यक्ष, राष्ट्रीय पटसन विनिर्माता निरम लिमिटेड, साटेंड बैंक लिमिटेड, 4, नेताजी सुभाष रोड, कलकत्ता-700001. - सदस्य
	5. श्री डी. गुप्ता, प्रबंध निदेशक, न्यू सैन्ट्रल जूट मिल कम्पनी लिमिटेड, 18-ए, अबुल रोड, कलकत्ता-700001. पदेन- - सदस्य (नॉन आर्गज एम एमिल)
	6. निदेशक, भारतीय पटसन उद्योग अनुसंधान संगम, 17, हाराटाला रोड, कलकत्ता-700008. पदेन- - सदस्य
	7. उप महा निदेशक (ई आर), भारतीय मासक अपूरो, 1/14, सी. आर्. टी. रोड, मानिकगला, कलकत्ता-700054. पदेन- - सदस्य
	8. संयुक्त निदेशक, निर्यात निरीक्षण अधिकरण-कलकत्ता, 14/1-बी, अजरा स्ट्रीट) 7वां तल कलकत्ता-700001. असदस्य- - संयोजक

टिप्पणी : (1) अध्यक्ष महित विशेषज्ञों के पैनल की गणपूर्ति तीन सदस्यों की होगी।

[काइल सं. 6(2)/90/ई आर्. एण्ड ई पी]

S.O. 2716—In exercise of the powers conferred by sub-section (4) of Section 7 of the Export (Quality Control and Inspection Act, 1963 (22 of 1963), read with rule 11 of the Export of Jute Products (Hessian Cloth, Sacking Cloth, Hessian & Sacking Bag and Carpet Backing cloth) Inspection Rules, 1970, the Central Government hereby constitutes the Panel of Experts consisting of the persons mentioned in column (2) of the Table given below as the authority for hearing appeals against the decisions of the agency established under sub-section (1) of the said Section 7 carrying out inspection in the areas mentioned in the corresponding entry in column (1) thereof :

Provided that where a member of any of the said Panel is personally interested in the subject matter of any appeal, he shall not take part in the proceedings relating to that appeal.

TABLE

Authority against whose decision appeal lies and in which inspection is carried.	Persons constituting the Panel of experts to which appeal lies.
1	2
Export Inspection Agency-Bombay/Calcutta/Cochin/Delhi/Madras.	<ol style="list-style-type: none"> <li>1. Jute Commissioner, Office of the Jute Commissioner, 20B Abdul Hamid Street, Calcutta-700067 Ex-officio-Chairman.</li> <li>2. Chairman, Technical Development Division, Indian Jute Mills Association, Royal Exchange, 6, Netaji Subhash Road, Calcutta-700001. Ex-officio-Member.</li> <li>3. Chairman, Calcutta Jute Fabric Shippers Association, 4, Indian-Exchange Place (7th floor), Calcutta-700001 Ex-officio-Member.</li> <li>4. Chairman, National Jute Manufacturers Corpn. Ltd., Chartered Bank Building, 4, Netaji Subhash Road, Calcutta-700001.—Member</li> <li>5. Shri D. Gupta, Managing Director, New Central Jute Mills Co. Ltd., 18A Brabourne Road, Calcutta-700001. Ex-officio-Member (Non-IJMA Mills)</li> <li>6. Director, Indian Jute Industries Research, Association, 17, Taratala Road, Calcutta-700088 Ex-officio-Member</li> </ol>

1

2

7. Dy. Director General (ER)  
Bureau of Indian Standards,  
1/14 C.I.T. Road,  
Manicktala,  
Calcutta-700054.  
Ex-officio-Member.
8. Joint Director,  
Export Inspection Agency-Calcutta,  
14/1B, Ezra Street.  
(7th floor)  
Calcutta-700001.  
Non-Member-Convenor.

Note: The quorum of the Panel of experts shall be three including the Chairman.

[F. No. 6 (2)/90-EI & EP]

नई दिल्ली, 10 अक्टूबर, 1990

का. प्रा. 2717:—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमशीतित मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1987 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम हिमशीतित मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1990 है;

- (2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. हिमशीतित मछली और मछली उत्पादों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1987 के नियम 10 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात् :—

"10. निरीक्षण फीस:—प्रत्येक परीक्षण के लिए न्यूनतम 30 रु. के अधीन रहते हुए निर्यातकर्ता, अधिकरण को निम्नलिखित दर पर निरीक्षण फीस के रूप में फीस का संदाय करेंगे, अर्थात् :—

सब परेणानुसार निरीक्षण के लिए प्रक्रिया के दौरान क्वालिटी (प्रक्रिया के दौरान क्वालिटी नियंत्रण प्रणाली के अधीन नियंत्रण प्रणाली के अधीन अनु- किए गए निरीक्षण के लिए मोड़िन मुनिटों से भिन्न (नियम (नियम 3(क) के अनुसार) 3(क) के अनुसार) (प्रति किग्रा या उसके भाग (प्रति किग्रा या उसके भाग के लिए पैसे)

टिप्पण: प्रत्येक परीक्षण के लिए निर्यातकर्ता द्वारा दी जाने वाली निरीक्षण फीस की राशि निकटतम रूप एक पूर्णकित की जाएगी और इस प्रयोजन के लिए जहां ऐसी राशि में रूप का भाग पैसे हो, वहां यदि ऐसा भाग पचास पैसे या अधिक हो तो वह बढ़ाकर एक रूपया कर दिया जाएगा और यदि ऐसा भाग पचास पैसे से कम हो तो उसे छोड़ दिया जाएगा।

[फाईल नं. 2(1)/85-ई आई एण्ड ई पी]

पाठ टिप्पण: मूल अधिसूचना का. प्रा. 1153(क) तारीख 9 अप्रैल, 1988 भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 9 मार्च, 1988 में प्रकाशित की गयी थी और तत्पश्चात् उसमें का. प्रा. 3162 तारीख 22 अक्टूबर, 1988 और का. प्रा. 2491 तारीख 7 अक्टूबर, 1989 द्वारा संशोधित किया गया।

New Delhi, the 10th October, 1990

S.O. 2717.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export of Frozen Fish and Fishery Products (Quality Control and Inspection) Rules, 1987, namely :—

1. (1) These rules may be called the Export of Frozen Fish & Fishery Products (Quality Control and Inspection) Amendment Rules, 1990;

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export of Frozen Fish and Fishery Products (Quality Control and Inspection) Rules, 1987, for rule 10, the following rule shall be substituted, namely :—

"10. Inspection fee.—Subject to a minimum of Rs. 30 for each consignment, a fee at the following rates shall be paid by the exporters to the agency as inspection fee, namely :—

Item	For consignment-wise inspection (other than units approved under In process Quality Control System) (Paise per Kg. or part thereof).	For inspection carried out under In process Quality Control System (IPOC System) (as per rule 3(b) (Paise per kg. or part thereof)
1	2	3
Frozen Shrimps (All types)	Thirty-two	Sixteen
Frozen Lobsters (All types)	Sixty-five	Thirty-two

1	2	3	4
हिमशीतित मीठा (सभी बत्तीस (32) सेलह (16) प्रकार के)			
हिमशीतित समुद्री मीठा (सभी प्रकार के)	पैंसठ (68) बत्तीस (32)		
हिमशीतित कटल मछली	वेरह (13) सास (7)		
हिमशीतित रिश्वाइस	दस (10) पाँच (5)		
हिमशीतित पामफिट और अन्य हिमशीतित मछली	दस (10) पाँच (5)		

1	2	3
Frozen Cuttlefish	Thirteen	Seven
Frozen Squids	Ten	Five
Frozen Pannfrots and other frozen fish	Ten	Five

NOTE—The amount of inspection fee for each consignment payable by the exporter shall be rounded off to the nearest rupee, and, for this purpose, where such amount contains a part of a rupee consisting of paise, then, if such part is fifty paise or more, it shall be increased to one rupee and if each part is less than fifty paise, it shall be ignored.

[F. No. 2(1)/85-EI&EP]

FOOT NOTE.—The principal rules were published vide S.O. 1153(E) dated 9 April, 1988 in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 9 April, 1988 and subsequently amended by S.O. 3162 dated 22 October, 1988 and published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 22 October, 1988, and S.O. 2491 dated 7 October, 1989.

का. प्रा. 2718. केन्द्रीय सरकार, निर्यात (स्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा शक्तियों का प्रयोग करते हुए, डिब्बा बंद मछली और मछली उत्पादों का निर्यात (स्वालिटी नियंत्रण और निरीक्षण) नियम, 1983 का और संशोधन करने के लिए निम्नलिखित नियम बनाती है. अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम डिब्बा बंद मछली और मछली उत्पादों का निर्यात (स्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1990 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. डिब्बा बंद मछली और मछली उत्पादों का निर्यात (स्वालिटी नियंत्रण और निरीक्षण) नियम, 1983 के नियम 8 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात् :—

8. निरीक्षण फीस : निम्न दर से फीस का भुगतान

(i) जब निरीक्षण नियम 5(क) और 5(ग) के आधार पर किया जाता है तो ग्यारह पैसे, प्रति कि. ग्राम या उसके भाग के लिए, और

(ii) जब निरीक्षण नियम 5(ख) के आधार पर किया जाता है तो द्वादश पैसे, प्रति कि. ग्राम या उसके भाग के लिए, निर्यातकर्ता अधिभरण को निरीक्षण शुल्क के रूप में करेगा।

टिप्पण : ऐसे प्रत्येक परेक्षण के लिए निर्यातकर्ता द्वारा दी जाने वाली निरीक्षण फीस की राशि निकटतम रूपण तक पूर्णकित की जाएगी और इस प्रयोजन के लिए जहां ऐसी राशि में रूपण का भाग पैसे हो, वहां यदि ऐसा भाग पचास पैसे या अधिक हो तो वह धराकर एक रूपया कर दिया जाएगा और यदि ऐसा भाग पचास पैसे से कम हो तो उसे छोड़ दिया जाएगा।

[फाईल सं. 2(1)/85/ई आई एण्ड ई पी]

एस. के. सद. संयुक्त सचिव

पाद टिप्पणी : मूल अधिसूचना का, प्रा. 363 तारीख 12-2-1983, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 12 फरवरी, 1983 में प्रकाशन की गयी थी और तत्पश्चात् उसमें का. प्रा. 763(ई) तारीख 15 अक्टूबर, 1985, का. प्रा. 700(ई) तारीख 01 अक्टूबर, 1986, का. प्रा. 877(ई) तारीख 1 अक्टूबर, 1987, का प्रा. 3163 तारीख 22 अक्टूबर 1988 और का. प्रा. 2492 तारीख 7 अक्टूबर 1989 द्वारा संशोधन किया गया।

S.O. 2718.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963, (22 of 1963), the Central Government hereby makes the following rules further to amend the Export of Canned Fish and Fishery Products (Quality Control and Inspection) Rules, 1983, namely :—

1. (1) These rules may be called the Export of Canned Fish and Fishery Products (Quality Control and Inspection) Amendment Rules, 1990.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Export of Canned Fish & Fishery Products (Quality Control and Inspection) Rules, 1983, for rule 8, the following rule shall be substituted, namely :—

“8. Inspection fee.—A fee at the rate of—

(i) Eleven paise per kg. or part thereof when the inspection is carried out on the basis of rule 5(a) and 5(c); and

(ii) Twenty-two paise per kg. or part thereof when the inspection is carried out on the basis of rule 5(b), shall be paid by the exporter to the agency as inspection fee.

Note.—The amount of inspection fee for each consignment payable by the exporter shall be rounded off to the nearest rupee and, for this purpose, where such amount contains a part of a rupee consisting of paise, then, if such part is fifty paise or more, it shall be increased to one rupee and if such part is less than fifty paise, it shall be ignored.

[F. No. 2(1)/85-EI&EP]

S. K. SOOD, Jt. Secy.

FOOT NOTE.—The principal notification was published vide S.O. 863 dated 12th February, 1983 in the Official Gazette, Part-II, Section-3, Sub-section (ii) dated the 12th February, 1983 and amended by S.O. 763(F) dated 15th October, 1985, S.O. 700(E) dated 1st October, 1986, S.O. 877(E), dated 1st October, 1987 and S.O. 3163 dated 22nd October, 1988, and S.O. 2942 dated 7th October, 1989.

### वस्त्र मंत्रालय

नई दिल्ली, 24 मिनम्बर, 1990

का. प्रा. 2719—केन्द्रीय सरकार, राजभाषा (संव के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपविषय (4) अनुसूच में वस्त्र मंत्रालय के अन्तर्गत आने वाले निम्नलिखित कार्यालयों को जिनके 80 प्रतिशत से अधिक कर्मचारी-वृद्ध ने हिन्दी का माध्यक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. भारतीय कपास निगम लि., कानपुर

2. भारतीय कपास निगम लि., भीलवाड़ा

3. भारतीय कपास निगम लि., राजकोट

[सं. ई.-11011/18/89-हिन्दी]

श्रीती कुमार, उप सचिव,

## MINISTRY OF TEXTILES

New Delhi, the 24th September, 1990

S.O. 2719.—In pursuance of Sub-Rule 10(4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the Ministry of Textiles whereof more

than 80% staff have acquired working knowledge of Hindi:—

1. Cotton Corporation of India Ltd., Kanpur.
2. Cotton Corporation of India Ltd., Bhilwara.
3. Cotton Corporation of India Ltd., Rajkot.

[No. E-11011/18/89-Hindi]

KIRTHY KUMAR, Dy. Secy.

## साथ एवं नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 20 सितम्बर, 1990

का. भा. -- 2720---भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (i) के खंड "ब" के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे दिये गए मानक (कां) में संशोधन किया गया है किसे / गये हैं।

## अधिसूची

क्रम सं. संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
1	2	3
1. IS: 17-1973	संशोधन सं. 2 मार्च 1989	31 मार्च, 1989
2. IS: 132-1983	संशोधन सं. 1 मार्च 1989	--वही--
3. IS: 383-1976	संशोधन सं. 2 मार्च, 1989	--वही--
4. IS: 561-1978	संशोधन सं. 2 मार्च 1989	--वही--
5. IS: 687--1979	संशोधन सं. 2 मार्च 1989	--वही--
6. IS: 865-1958	संशोधन सं. 2 मार्च 1989	--वही--
7. IS: 969-1956	संशोधन सं. 2 मार्च 1989	--वही--
8. IS: 983-1980	संशोधन सं. 1 मार्च 1989	--वही--
9. IS: 1009-1979	संशोधन सं. 1 मार्च 1989	--वही--
10. IS: 1203-1978	संशोधन सं. 2 मार्च 1989	--वही--
11. IS: 1306-1974	संशोधन सं. 2 मार्च 1989	--वही--
12. IS: 1956 (पार्ट - 5) 1976	संशोधन सं. 2 मार्च 1989	--वही--
13. IS: 1956(पार्ट - 6)-1976	संशोधन सं. 2 मार्च 1989	--वही--
14. IS: 1956(पार्ट - 7) 1976	संशोधन सं. 2 मार्च 1989	--वही--

1	2	3	4
15. IS: 2089-1977	संशोधन सं. 1 मार्च 1989	31 मार्च, 1989	
16. IS: 3491-1965	संशोधन सं. 3 मार्च 1989	--वही--	
17. IS: 4981-1984	संशोधन सं. 1 मार्च 1989	--वही--	
18. IS: 5446-1978	संशोधन सं. 2 मार्च 1989	--वही--	
19. IS: 5555-1970	संशोधन सं. 1 मार्च 1989	--वही--	
20. IS: 6234-1986	संशोधन सं. 1 मार्च 1989	--वही--	
21. IS: 6438-1980	संशोधन सं. 2 मार्च 1989	--वही--	
22. IS: 6678-1972	संशोधन सं. 1 मार्च 1989	--वही--	
23. IS: 7258-1974	संशोधन सं. 1 मार्च 1989	--वही--	
24. IS: 8041-1978	संशोधन सं. 4 मार्च 1989	--वही--	
25. IS: 8042-1978	संशोधन सं. 6 मार्च 1989	--वही--	
26. IS: 8112-1976	संशोधन सं. 6 मार्च 1989	31 मार्च 1989	
27. IS: 8629-(भाग 1 से 3)--1977	संशोधन सं. 1 मार्च 1989]	--वही--	
28. IS: 9137-1978	संशोधन सं. 2 मार्च 1989	--वही--	
29. IS: 9206-1979	संशोधन सं. 2 मार्च 1989	--वही--	
30. IS: 9369-1980	संशोधन सं. 1 मार्च 1989	--वही--	
31. IS: 9389(भाग 2)--1979	संशोधन सं. 1 मार्च 1989	--वही--	
32. IS: 9392-1980	संशोधन सं. 1 मार्च 1989	--वही--	
33. IS: 9759-1981	संशोधन सं. 1 मार्च 1989	--वही--	
34. IS: 9974 (भाग 2)--1981	संशोधन सं. 1 मार्च 1989	--वही--	
35. IS: 10489-1983	संशोधन सं. 1 मार्च 1989	--वही--	
36. IS: 10775-1984	संशोधन सं. 2 मार्च 1989	--वही--	
37. IS: 10978-1984	संशोधन सं. 1 मार्च 1989	--वही--	
38. IS: 11002-1984	संशोधन सं. 1 मार्च 1989	--वही--	

1	2	3	4
39. IS: 11089-1984	संशोधन सं. 1 मार्च 1989	31 मार्च 1989	
40. IS: 11758-1986	संशोधन सं. 1 मार्च 1989	--वही--	
41. IS: 11845-1986	संशोधन सं. 1 मार्च 1989		
42. IS: 12362-1988	संशोधन सं. 1 मार्च 1989	--वही--	

इन संशोधनों की प्रतिदा भारतवर्ष जालन बूरो, मातक पन, 9 अहमदाबाद रोड, नई दिल्ली-110001 और क्षेत्रीय कार्यालयों बम्बई, कलकत्ता, चण्डीगढ़, तथा मद्रास और शाखा कार्यालयों अहमदाबाद, कोलार, भोपाल, भुवनेश्वर, पुणे, हैदराबाद, जयपुर, कलकत्ता, रायपुर और विवेन्द्रा, राजियाबाद तथा फरीदाबाद में विक्री हेतु उपलब्ध हैं।

[मं. के. प्र. वि./ 13 : 5]

## MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Civil Supplies)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 20th September, 1990

S.O. 2720.—In pursuance of clause (b) of Sub Rule (1) of Rule 7 of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed/have been issued.

## SCHEDULE

Sl. No.	No. and year of the Standard amended	No. and date of the amendment	Date from which the amendment shall have effect
1	2	3	4
1.	IS : 17-1973	Amdt No. 2 March 1989	31 March 1989.
2.	IS : 182-1983	Amdt No. 1 March 1989	-do-
3.	IS : 283-1976	Amdt. No. 2 March 1989	-do-
4.	IS : 561-1978	Amdt No. 2 March 1989	-do-
5.	IS : 687-1979	Amdt No. 2 March 1989	-do-
6.	IS : 865-1958	Amdt No. 2 March 1989	-do-
7.	IS : 969-1956	Amdt No. 2 March 1989	-do-

1	2	3	4
8.	IS : 983-1980	Amdt No. 1 March 1989	31 March 1989
9.	IS : 1009-1979	Amdt No. 1 March 1989	-do-
10.	IS : 1203-1978	Amdt No. 2 March 1989	-do-
11.	IS : 1306-1974	Amdt No. 2 March 1989	-do-
12.	IS : 1956 (Part 5)-1976	Amdt No. 2 March 1989	-do-
13.	IS : 1956 (Part 6)-1976	Amdt No. 2 March 1989	-do-
14.	IS : 1956 (Part 7)-1976	Amdt No. 2 March 1989	-d-
15.	IS : 2089-1977	Amdt No. 1 March 1982	-do-
16.	IS : 3491-1965	Amdt No. 3 March 1989	-do-
17.	IS : 4981-1984	Amdt No. 1 March 1989	-do-
18.	IS : 5446-1978	Amdt No. 2 March 1989	-do-
19.	IS : 5555-1970	Amdt No. 1 March 1989	-do-
20.	IS : 6234-1986	Amdt No. 1 March 1989	-do-
21.	IS : 6438-1980	Amdt No. 2 March 1989	-do-
22.	IS : 6678-1972	Amdt No. 1 March 1989	-do-
23.	IS : 7263-1974	Amdt No. 1 March 1989	-do-
24.	IS : 8041-1978	Amdt No. 4 March 1989	-do-
25.	IS : 8042-1978	Amdt. No. 6 March 1989	-do-
26.	IS : 8112-1976	Amdt No. 6 March 1989	-do-
27.	IS : 8629-1(Parts 1 to 3)-1977	Amdt No. 1 March 1989	-do-
28.	IS : 9137-1978	Amdt No. 3 March 1989	-do-
29.	IS : 9206-1979	Amdt No. 2 March 1989	-do-

1	2	3	4
30. IS : 9369-1980	Amdt No. 2 March 1989		31 March 1989
31. IS : 9389-(Part 2)-1979	Amdt No. 1 March 1989		-do-
32. IS : 9392-1980	Amdt No. 1 March 1989		-do-
33. IS : 9759-1981	Amdt No. 1 March 1989		-do-
34. IS : 9974-(Part 2)-1981	Amdt No. 1 March 1989		-do-
35. IS : 10489-1983	Amdt No. 1 March 1989		-do-
36. IS : 10775-1984	Amdt No. 2 March 1989		-do-
37. IS : 10978-1984	Amdt No. 1 March 1989		-do-
38. IS : 11002-1984	Amdt No. 1 March 1989		-do-
39. IS : 11089-1984	Amdt No. 1 March 1989		-do-
40. IS : 11758-1986	Amdt No. 1 March 1989		-do-
41. IS : 11845-1986	Amdt No. 1 March 1989		-do-
42. IS : 12362-1988	Amdt No. 1 March 1989		-do-

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Bombay, Calcutta, Chandigarh and Madras and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Guwahati, Hyderabad, Jaipur, Kanpur, Patna, Trivandrum, Ghaziabad and Faridabad.

[No. CMD/13 : 5]

का. भा. 2721 .—भारतीय मानक ब्यूरो निम्न, 1987 के निम्न 7 के अधिनियम (1) के खंड "ख" के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे दिये गए मानक (कों) में संशोधन किया गया गया है/किये गये हैं।

#### अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
1	2	3	4
1.	IS: 498-1985	सं. 2 अप्रैल 1989	30 अप्रैल, 1989
2.	IS: 898-1985	सं. 1 अप्रैल 1989	--वही--

1	2	3	4
3. IS: 203- 1978	सं. 1 अप्रैल, 1989	30 अप्रैल, 1989	
4. IS: 1715-1986	सं. 2 अप्रैल, 1989	--वही--	
5. IS: 890- 1983	सं. 1 अप्रैल, 1989	--वही--	
6. IS: 3660(भाग 1)--1972	सं. 1 अप्रैल, 1989	--वही--	
7. IS: 5280-1969	सं. 1 अप्रैल, 1989	--वही--	
8. IS: 6736-1972	सं. 2 अप्रैल, 1989	--वही--	
9. IS: 6921-1973	सं. 1 अप्रैल, 1989	--वही--	
10. IS: 7224-1985	सं. 1 अप्रैल, 1989	--वही--	
11. IS: 7948-1987	सं. 2 अप्रैल, 1989	--वही--	
12. IS: 9194-1979	सं. 1 अप्रैल, 1989	--वही--	
13. IS: 10198-1982	सं. 1 अप्रैल, 1989	--वही--	
14. IS: 10238-1982	सं. 3 अप्रैल, 1989	30 अप्रैल 1989	
15. IS: 10748-1984	सं. 1 अप्रैल, 1989	--वही--	
16. IS: 11172-(भाग 1)--1985	सं. 1 अप्रैल, 1989	--वही--	
17. IS: 11617-1986	सं. 1 अप्रैल, 1989	--वही--	
18. IS: 11709--1986	सं. 1 अप्रैल, 1989	--वही--	
19. IS: 11938--1987	सं. 1 अप्रैल, 1989	--वही--	

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली - 110002 और क्षेत्रीय कार्यालयों बम्बई, कलकत्ता, चण्डीगढ़ तथा मद्रास और शाखा कार्यालयों प्रहलादबाद बंगलौर, भोपाल बुधनेश्वर, गुवाहाटी, हैदराबाद, जयपुर, काणपुर, पटना और त्रिवेण्ट्रम, पोर्तुगल तथा कर्नाटक में बिक्री हेतु उपलब्ध हैं।

[सं. के. प्र. वि. / 13/5]

S.O. 2721— In pursuance of clause(b) of Sub Rule (1) of Rule 7 of Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards, hereby notifies that amendment(s) to the Indian Standard(s) given the schedule hereto annexed have been issued.

## SCHEDULE

Sl. No.	No. and year of the Indian Standard amended	No. and date of the amendment	Date from which the amendment shall have effect
1	2	3	4
1.	IS : 498-1985	No. 2 April 1989	30 April 1989
2.	IS : 898-1985	No. 1 April 1989	-do-
3.	IS : 1202-1978	No. 1 April 1989	-do-
4.	IS : 1715-1986	No. 2 April 1989	-do-
5.	IS : 2890-1983	No. 1 April 1989	-do-
6.	IS : 3660 (Part 1)-1972	No. 1 April 1989	-do-
7.	IS : 5280-1969	No. 1 April 1989	-do-
8.	IS : 6736-1972	No. 2 April 1989	-do-
9.	IS : 6921-1973	No. 1 April 1989	-do-
10.	IS : 7224-1985	No. 1 April, 1989	-do-
11.	IS : 7948-1987	No. 2 April, 1989	-do-

1	2	3	4
12.	IS : 9194-1979	No. 1 April 1989	30 April 1989
13.	IS : 10198-1982	No. 1 April 1989	-do-
14.	IS : 10238-1982	No. 3 April 1989	-do-
15.	IS : 10748-1984	No. 1 April 1989	-do-
16.	IS : 11172 (Part 1)-1985	No. 1 April 1989	-do-
17.	IS : 11617-1986	No. 1 April 1989	-do-
18.	IS : 11709-1986	No. 1 April 1989	-do-
19.	IS : 11938-1987	No. 1 April 1989	-do-

Copies of these Amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: Bombay, Calcutta, Chandigarh and Madras and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Ghaziabad, Faridabad, Guwahati, Hyderabad, Jaipur, Kanpur, Patna and Trivandrum.

[No. CMD/13 : 5]

नई दिल्ली, 21 सितम्बर, 1990

का. धा. 2722--भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) खंड "ख" के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गए मानक (को) में संशोधन किया गया है/किये गये हैं।

#### अनुसूची

क्रम सं. संशोधित भारतीय मानक की संख्या और वर्ष		संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
1	2	3	4
1.	IS:226-1975	सं. 7 दिसम्बर 1989	31 दिसम्बर 89
2.	IS:6595-1980	सं. 5 दिसम्बर 1989	--वही--
3.	IS:7134-1973	सं. 1 दिसम्बर 1989	--वही--
4.	IS:7372-1974	सं. 3 दिसम्बर 1989	--वही--
5.	IS:7916-1975	सं. 1 दिसम्बर 1989	--वही--
6.	IS:9207-1979	सं. 1 दिसम्बर 1989	--वही--
7.	IS:9211-1979	सं. 1 नवम्बर 1989	30 नवम्बर 1989
8.	IS:9517-1986	सं. 2 नवम्बर 1989	--वही--
9.	IS:9746(भाग-2)--1981	सं. 1 दिसम्बर 1989	31 दिसम्बर 1989
10.	IS:9768-1981	सं. 1 दिसम्बर 1989	--वही--

1	2	3	4
11. IS9770-1981	सं. 1 दिसम्बर, 1989		31 दिसम्बर 1989
12. IS10140-1982	सं. 2 तब 1979		30 नवम्बर 1989
13. IS10204-1982	सं. 3 तब 1989		--वही--
14. IS11220-1984	सं. 1 दिस 1989		31 दिसम्बर 1989
15. IS12204-1988	सं. 1 दिस 1989		--वही--

इन संगोष्ठियों की पतियाँ भारतीय मानक ब्यूरो, मानक भवन, बहादुर शाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों बम्बई, कलकत्ता, कण्डीगढ़ तथा मद्रास और शाखा कार्यालयों अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, गुवाहाटी, हैदराबाद, जयपुर, पटना और त्रिवेन्द्रम, गजियाबाद तथा फरीदाबाद में विक्री हेतु उपलब्ध हैं।

[सं. के. प्र. वि./13 : 5]

New Delhi, the 21st September, 1990

S.O.272.—In pursuance of clause (b) of Sub-Rule (1) of Rule 7 of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued.

## SCHEDULE

Sl. No. and year of the Indian Standard amended	No. and date of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS:226—1975	No. 7 Dec 1989	31 Dec. 1989
2. IS:6595—1980	No. 5 Dec 1989	-do-
3. IS:7134—1973	No. 1 Dec 1989	-do-
4. IS:7372—1974	No. 3 Dec 1989	-do-
5. IS:7918—1975	No. 1 Dec 1989	-do-
6. IS:9207—1979	No. 1 Dec 1989	-do-
7. IS:9214—1979	No. 1 Nov 1989	30 Nov 1989
8. IS:9517—1986	No. 2 Nov 1989	-do-
9. IS:9746(Part 2)—1981	No. 1 Dec 1989	31 Dec 1989
10. IS : 9768—1981	No. 1 Dec 1989	-do-

(1)	(2)	(3)	(4)
11. IS : 9770—1981	No. 1 Dec 1989	31 Dec. 1989	
12. IS:10198—1982	No. 2 Nov 1989	30 Nov 1989	
13. IS:10204—1982	No. 3 Nov 1989	-do-	
14. IS : 11220—1984	No. 1 Dec 1989	31 Dec 1989	
15. IS:12294—1988	No. 1 Dec 1989	-do-	

Copies of these Amendments are available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-11 0002 and Regional Offices : Bombay, Calcutta, Chandigarh and Madras and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Faridabad, Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Patna and Trivandrum.

[No. CMD/13 :5]

का. भा. 2723—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (i) के खंड "ख" के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे दिये गए मानक (कों) में संशोधन किया गया है किये गये हैं।

#### अधिसूचना

क्रम सं. संशोधित भारतीय मानक का संख्या, और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
1	2	3
1. IS:941—1985	सं. 1 मई 1989	31 मई 1989
2. IS:1651—1979	सं. 3 मई 1989	—वही—
3. IS:1851—1975	सं. 3 मई 1989	—वही—
4. IS:2856—1987	सं. 1 मई 1989	—वही—
5. IS:3412—1985	सं. 2 मई 1989	—वही—
6. IS:3444—1987	सं. 1 मई 1989	—वही—
7. IS:3514—1966	सं. 6 मई 1989	—वही—
8. IS:3724—1966	सं. 3 मई 1989	—वही—
9. IS:4158—1985	सं. 2 मई 1989	—वही—
10. IS:4159—1983	सं. 1 मई 1989	—वही—
11. IS:4736—1986	सं. 1 मई 1989	—वही—
12. IS:5159—1969	सं. 2 मई 1989	—वही—
13. IS:5161—1969	सं. 4 मई 1989	—वही—
14. IS:5790—1985	सं. 2 मई 1989	—वही—
15. IS:6008—1971	सं. 2 मई 1989	—वही—
16. IS:6290—1986	सं. 1 मई 1989	—वही—
17. IS:6304—1980	सं. 3 मई 1989	वही
18. IS:6390—1973	सं. 1 मई 1989	—वही—
19. IS:9798—1981	सं. 5 मई 1989	—वही—

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 और बहादुर जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों बम्बई, कलकत्ता, चण्डीगढ़ तथा मद्रास और शाखा कार्यालयों अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना और त्रिवेन्द्रम, राजिगवाड तथा फरीदाबाद में विपणन के लिये उपलब्ध हैं।

[सं. के. प्र. वि. : 13 :5]

S.O. 2723 :—In pursuance of clause (b) of Sub Rule (1) of Rule 7 of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendment(s) to the Indian Standard (s) given in the schedule hereto annexed have been issued.

## SCHEDULE

Sl. No.	No. and year of the Indian Standard amended	No. and date of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS:941—1985	No. 1 May 1989	31 May 1989
2.	IS:1651—1979	No. 3 May 1989	-do-
3.	IS:1851—1975	No. 3 May 1989	-do-
4.	IS:2856—1987	No. 1 May 1989	-do-
5.	IS : 3412—1985	No. 2 May 1989	-do-
6.	IS:3444—1987	No. 1 May 1989	-do-
7.	IS:3514—1966	No. 6 May 1989	-do-
8.	IS:3724—1966	No. 3 May 1989	-do-
9.	IS : 4158—1985	No. 2 May 1989	-do-
10.	IS : 4159—1983	No. 1 May 1989	-do-
11.	IS : 4736—1986	No. 1 May 1989	-do-
12.	IS : 5159—1969	No. 2 May 1989	-do-
13.	IS : 5161—1969	No. 4 May 1989	-do-
14.	IS : 5790—1985	No. 2 May 1989	-do-
15.	IS:6008—1971	No. 2 May 1989	-do-
16.	IS:6290—1986	No. 1 May 1989	-do-
17.	IS:6304—1980	No. 3 May 1989	-do-
18.	IS : 6390—1973	No. 1 May 1989	-do-
19.	IS:9798—1981	No. 5 May 1989	-do-

Copies of these/Amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : Bombay, Calcutta, Chandigarh and Madras and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Faridabad and Ghaziabad, Guwahati, Hyderabad, Jaipur, Kanpur, Patna and Trivandrum.

[No. CMD/13 : 5]

का. अ. 2724—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड "ख" के अनुसरण में भारतीय मानक ब्यूरो पत्राचार अधिसूचित करता है कि नीचे विवेक मानक (कों) में संशोधन किया गया है किये गये हैं।

## अधिसूची

कम सं. पंक्ति भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
1	2	3
1. IS:6896-1973	सं. सं. 1 अगस्त 1989	31 अगस्त 89
2. IS:8801-1978	सं. 3 सितम्बर 1989	30 सितम्बर 89

1	2	3	4
3. IS 9137-1978	सं. 4 सितम्बर 1989	—वही—	
4. IS 9412(1980)	सं. 1 अगस्त 1989	31 अगस्त 1989	
5. IS 11012-1984	सं. 1 अगस्त 1989	—वही—	
6. IS 11104-1984	सं. 1 अगस्त 1989	—वही—	
7. IS 11119-1984	सं. 1 अगस्त 1989	—वही—	
8. IS 11227-1985	सं. 2 अगस्त 1989	—वही—	
9. IS 11736-1986	सं. 1 अगस्त 1989	—वही—	
10. IS 11501-1986	सं. 2 अगस्त 1989	1 अगस्त 1989	

इन संशोधनों की प्रतिभा भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरसाहू जंकर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों में बम्बई, कलकत्ता, चण्डीगढ़ तथा मद्रास और शाखा कार्यालयों अहमदाबाद, बंगलूर, भोपाल, मुंबई, गुवाटी, हैदराबाद, जयपुर, कानपुर, पटना और त्रिवेणी गाजियाबाद तथा फरीदाबाद में बिखरी हेतु उपलब्ध है।

[च. के. व. वि. 13 : 5]

S.O.2724 :—In pursuance of clause(b) of Sub Rule (1) of Rule 7 of Bureau of Indian Standard Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued.

#### SCHEDULE

Sl. No. and year of the Indian Standard No. amended	No. and date of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS:6896—1973	No. 1 Aug 1989	31 Aug 1989
2. IS:8801—1978	No. 3 Sep 1989	30 Sep 1989
3. IS:9137—1978	No. 4 Sep 1989	-do-
4. IS:9412(Part 2)—1980	No. 1 Aug 1989	31 Aug 1989
5. IS : 11012—1984	No. 1 Aug 1989	-do-
6. IS:11104—1984	No. 1 Aug 1989	-do-
7. IS : 11119—1984	No. 1 Aug 1989	-do-
8. IS:11227—1985	No. 2 Aug 1989	-do-

1	2	3	4
9. IS : 11736-1986	No. 1 Aug 1989	31 Aug, 1989	
10. IS:11501-1986	No. 2 Aug 1989	21 Aug 1989	

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan 9 Bahadur Shan Zafar Marg, New Delhi-110002 and Regional Offices: Bombay, Calcutta, Chandigarh and Madras and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Guwahati, Hyderabad, Jaipur, Kanpur, Patna and Trivandrum, Faridabad and Ghaziabad.

[No.CMD/13 :5]

का. धा. 2725-भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड 'ख' के अनुसरण में भारतीय मानक ब्यूरो एनवुद्धारा अधिसूचित करता है कि नीचे दिये गए मानक (कां) में संशोधन किया गया है/किये गये हैं :

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तारीख
1	2	3	4
1. IS:1778-1980	सं. 1 जून 1989	30 जून 1989	
2. IS:2644-1986	सं. 1 जून 1989	--वही--	
3. IS:3347-(भाग 7 /खंड 1)-1977	सं. 1 जुलाई 1989	31 जुलाई 1989	
4. IS:3448-1984	सं. 1 जुलाई 1989	--वही--	
5. IS:4276-1977	सं. 1 जून 1989	30 जून 1989	
6. IS:6355-1982	सं. 1 जुलाई 1989	31 जुलाई 89	
7. IS:6439-1985	सं. 1 जुलाई 1989	वही	
8. IS:6446-1986	सं. 1 जून 1989	30 जून 1989	
9. IS:6482-1972	सं. 4 जुलाई 1989 जुलाई 1988	31 जुलाई 1989	
10. IS:6537-1972	सं. 1 वही 1989	--वही--	
11. IS:6559-1972	सं. 1 वही 1989	--वही--	
12. IS:7049-1973	सं. 2 जुलाई 1989	--वही--	

1	2	3	4
13. IS:8539 (भाग 1)--1977	सं. 1 जुलाई 1989	31 जुलाई 1989	
14. IS:9266--(भाग 1)--1979	सं. 1 जुलाई 1989	--वही--	
15. IS:9266(भाग 2)--1979	सं. 1 जुलाई 1989	--वही--	
16. IS:9266(भाग 3)--1979	सं. 1 जुलाई 1989	--वही--	
17. IS:9355-1980	सं. 2 जुलाई 1989	--वही--	
18. IS:9542--1980	सं. 1 जुलाई 1989	--वही--	
19. IS:9757--(भाग 2) 1983	सं. 1 जुलाई 1989	--वही--	
20. IS:100068--(भाग 2)--1982	सं. 1 जुलाई 1989	--वही--	
21. IS:100068--(भाग 2)--1982	सं. 1 जुलाई 1989	--वही--	
22. IS:10265-1983	सं. 1 जुलाई 1989	--वही--	
23. IS:10963-1984	सं. 1 जुलाई 1989	--वही--	
24. IS:11734-1986	सं. 1 जुलाई 1989	--वही--	
25. IS:11836-1986	सं. 1 जुलाई 1989	--वही--	
26. IS:12003-1987	सं. 2 जुलाई 1989	--वही--	

इन संशोधनों का प्रयोग भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुरशाह जफर मार्ग, नई दिल्ली-110002 और क्षेत्रीय कार्यालयों बम्बई, कलकत्ता, चेन्नई तथा मद्रास और शाखा कार्यालयों अहमदाबाद, बंगलूर, भोपाल, ब्रिजनेस्वर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर पटना और त्रिवेन्द्रम, गजिपट्टाबाद तथा करीबाबाद में किया हेतु उपलब्ध हैं।

[सं. के. प्र. वि./13:5]

एस सुब्रह्मस्यन, अपर महानिदेशक

S.O. 2725 :—In pursuance of clause (b) of Sub Rule (1) of Rule 7 of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued.

#### SCHEDULE

Sl. No. and year of the Indian Standard No. amended	No. and date of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1. IS:1778—1980	No. 1 June 1989	30 June 1989
2. IS:2644—1986	No. 1 June 1989	-do-
3. IS:3347(Part 7/Sec. 1)—1977	No. 1 July 1989	31 July 1989
4. IS:3448—1984	No. 1 July 1989	-do-
5. IS:4276—1977	No. 1 June 1989	30 June 1989

(1)	(2)	(3)	(4)
6.	IS:6355—1982	No. 1 July 1989	31 July 1989
7.	IS:6430—1985	No. 1 July 1989	-do-
8.	IS:6446—1986	No. 1 June 1989	30 June 1989
9.	IS:6452—1972	No. 4 July 1989	31 July 1989
10.	IS:6557—1972	No. 1 July 1989	-do-
11.	IS:6559—1972	No. 1 July 1989	-do-
12.	IS : 7049—1973	No. 2 July 1989	-do-
13.	IS:8539(Part 1)—1977	No. 1 July 1989	-do-
14.	IS:9266(Part 1)—1979	No. 1 July 1989	-do-
15.	IS:9256(Part 2)—1979	No. 1 July 1989	-do-
16.	IS:9266(Part 3)—1979	No. 1 July 1989	-do-
17.	IS:9355—1980	No. 2 July 1989	-do-
18.	IS:9542—1980	No. 1 July 1989	-do-
19.	IS:9757 (Part 2)—1983	No. 1 July 1989	-do-
20.	IS:100068 (Part 1)—1982	No. 1 July 1989	-do-
21.	IS:100068 (Part 2) —1982	No. 1 July 1989 No. 1	-do-
22.	IS:10265—1982	July 1989	-do-
23.	IS : 10962—1984	No. 1 July 1989	-do-
24.	IS:11734—1986	No. 1 July 1989	-do-
25.	IS:11836—1986	No. 1 July 1989	-do-
26.	IS:12003—1987	No. 2 July 1989	-do-

Copies of these Amendments are available for sale with the Bureau of Indian Standards, Manak Bhawan 9 Bahadur Shah Zafar Marg, New Delhi 110002 and Regional Offices Bombay, Calcutta, Chandigarh and Madras and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Ghaziabad, Guwahati, Faridabad, Hyderabad, Jaipur, Kanpur, Patna and Trivandrum.

[No. CMD/13:5]

S. SUBRAHMANYAN, Addl. Director General

**मानव संसाधन विकास मंत्रालय**

(संस्कृति विभाग)

नई दिल्ली, 24 सितम्बर, 1990

का.आ. 2726:—अधिव्य निधि अधिनियम 1925 (1925 का 19) की धारा 8 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार उक्त अधिनियम की अनुसूची में सार्वजनिक संस्था, अर्थात्, "राष्ट्रीय नाट्य विद्यालय, नई दिल्ली" का नाम एतद्वारा शामिल करती है और उक्त धारा की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेश देती है कि उक्त अधिनियम के उप-बंध राष्ट्रीय नाट्य विद्यालय, नई दिल्ली के पेंशन योग्य कर्मचारियों के लाभार्थ निम्न सामान्य अधिव्य निधि (केन्द्रीय सेवाएं) नियमावली, 1960 पर लागू होंगे।

[स. का. 17-8/85-डस्क(पी.ए.)]

अम्बिका खटुआ, उप सचिव

**MINISTRY OF HUMAN RESOURCE DEVELOPMENT**

(Department of Culture)

New Delhi, the 24th September, 1990

S.O. 2726.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 to 1925), Central Government hereby adds to the Schedule of the said Act the name of the Public institution, namely, "National School of Drama, New Delhi" and in exercise of the powers conferred by sub-section (2) of the said section directs that the provisions of the said Act shall apply to the General Provident Fund (Central Services) Rules, 1960, established for the benefit of the pensionable employees of the National School of Drama, New Delhi.

[No. F. 17-8/85-Desk (PA)]

AMBIKA KHATUA, Dy. Secy.

**ऊर्जा मंत्रालय**

(कोयला विभाग)

नई दिल्ली, 24 सितम्बर, 1990

का.आ. 2727:—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (वर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7, उपधारा (1) के अधीन जारी और भारत के राजपत्र भाग 2, खंड 3 उपखण्ड (ii) पृष्ठ संख्या 783 से 785 में प्रकाशित भारत सरकार, ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना का.आ. 602 तारीख 19 फरवरी, 1990 द्वारा इस अधिसूचना से संलग्न अनुसूची में वर्णित भूमि का अधिग्रहण करने के अपने आशय की सूचना दी थी।

और केन्द्रीय सरकार की जानकारी में यह बात साई गई कि राजपत्र में प्रकाशित उपरोक्त अधिसूचना में भ्रम की कुछ गलतियाँ हैं।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त सक्षम बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, उक्त अधिसूचना में संलग्न अनुसूची में निम्नलिखित संशोधन करती है:—

पृष्ठ नं. 783 पर—

अधिसूचना में—

पंक्ति 18 में—“या” के स्थान पर “जो” पढ़ें:

पंक्ति 27 में—“भूमि में” के स्थान पर “भूमि के” पढ़ें।

पृष्ठ नं. 784 पर—

सीमा वर्णन में—

रेखा अ-अ-अ-अ में—

पंक्ति 3 में—“40” के स्थान पर “1240” पढ़ें,

ऐसी भूमि में, जिसकी आवश्यक उपरोक्त संशोधन जारी किया गया है, शिवाय कोई व्यक्ति इस अधिसूचना के जारी किए जाने के तीन दिन के भीतर उक्त भूमि के संपूर्ण या किसी भाग के या उक्त ऐसी भूमि में या उस पर किसी अधिकार के अर्जित किए जाने के विरुद्ध उक्त अधिनियम की धारा 8 की उपधारा (1) के निबन्धनों के अनुसार आशय कर सकेगा।

स्पष्टीकरण:— केवल इस अधिसूचना के द्वारा स्थोभित प्लाट संख्याओं की बाबत उक्त अधिनियम की धारा 8(1) के निबन्धनों के अनुसार तीन दिन की उक्त अवधि यह अधिसूचना जारी की जाने की तारीख से आरम्भ होगी।

[सं. 43015/16/88-एल.एस. डस्क]

**MINISTRY OF ENERGY**

(Department of Coal)

New Delhi, the 24th September, 1990

S.O. 2727.—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 662 dated the 19th February, 1990 published in the Gazette of India, Part-II, section 3, sub-section (ii), at pages 785 to 786 issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands described in the Schedule appended to that notification;

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act and of all other powers enabling it in this behalf, the Central Government hereby amends the Schedule appended to the said notification as follows:—

At page 785 in Note 1,

In line 6 for 'stree' read 'street'.

In Explanation,

In line 3 for 'undertaking' read 'undertake'.

In line 7 &amp; 8 for 'shall be the competent authority' read 'shall be made to the competent authority'.

In line 19 for 'hire' read 'his'.

In line 19 for 'In' read 'on'.

In plot numbers to be acquired in village Pasan (part)

In line 1 for '83(P)' read '82(P)'.

In line 2 for '1312(P)' read '1312'.

At page 786 in boundary description.

Line—KLMNA

In 1st line for 'pool' read 'plot'.

Any person interested in any land in respect of which the above amendment has been issued may within thirty days of the issue of this notification, object to the acquisition of the whole or any part of the said land, or any right in or over such land in terms of sub-section (1) of section 8 of the said Act.

Explanation.—In respect of plot numbers amended through this notification only, the said period of thirty days in terms of section 8(1) of the said Act starts running from the date of issue of this notification.

[No. 43015/16/88-LSW]

## प्रादेश

## ORDER

नई दिल्ली, 26 सितम्बर, 1990

New Delhi, the 26th September, 1990

का.आ. 2728.—कोयला धारक क्षेत्र (संयुक्त और विकास) अधिनियम, 1937 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) प्रांग 9 की उपधारा (1) के अधीन विकल्प गरी भारत सरकार के उर्जा मंत्रालय (कोयला विभाग) की अधिनियमना में, का.आ. 1916, तारीख 17 जुलाई, 1989 के, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 19 अगस्त, 1989 में प्रकाशित होने पर, उक्त अधिनियम में संलग्न अनुसूची में वर्णित भूमि में या उस पर खनिजों के खनन, खदान, बोर करने, निष्कासन के लिए, उत्पत्ति खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उस पर काम करने और उन्हें ले जाने के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की प्रांग 10 की उपधारा (1) के अधीन, सभी बिलगनों में मरुत होकर, आध्यात्मिक रूप से केन्द्रीय सरकार में निहित हो गए थे:

और, केन्द्रीय सरकार, वा यद् समाधान हो गया है कि साउथ ईस्टर्न कोयलील्ड्स लि., बिलासपुर (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबन्धनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिनियमित करना उचित समझे, अनुपालन करने के लिए स्थापित है;

अतः, अद्य, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा पदम शक्तियों का प्रयोग करने हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि में या उस पर के अधिकार, तारीख 19 अगस्त, 1989 से केन्द्रीय सरकार से इस प्रकार निहित रहे रहने की नजाय, निम्नलिखित निबन्धनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात्:—

- (1) उक्त सरकारी कंपनी, उक्त अधिनियम के उपबन्धों के अधीन अवधारित प्रतिकर, व्यय, नुकसानों और बैरी हो गये की वायत किए गए, सभी संदाशों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
- (2) उक्त सरकारी कंपनी द्वारा सर्व (1) के अधीन, केन्द्रीय सरकार को संदेय स्थलों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सदस्यता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यव, उक्त सरकारी कंपनी वहन करेगी और इसी प्रकार, इस प्रकार निहित उक्त भूमि में या उस पर अधिकारों के लिए या उनके संबंध में सभी विधिक कार्रवाइयों जैसे, अपील, याचि की बावत उपगत सभी व्यय की उक्त सरकारी कंपनी वहन करेगी;
- (3) उक्त सरकारी कंपनी, केन्द्रीय सरकार या उसके अवधारियों की, ऐसे किसी अन्य व्यव के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके अवधारियों द्वारा या उनके विरुद्ध किसी शारिकार्यों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी।
- (4) उक्त सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त अधिकार किसी अन्य व्यक्ति को अत्यन्त करने की शक्ति नहीं होगी; और
- (5) उक्त सरकारी कंपनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब सभी आवश्यक हों, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएंगे या अधिनियमित की जाएंगे, पालन करेगी।

[का.सं. 43015/16/45-सी.पू./एज.एस. उक्तभू.]

सी. बी. राव, प्रधान सचिव

S.O. 2728.—Whereas on the publication of the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1916 dated the 17th July, 1989 in the Gazette of India part II, section 3, sub-section (ii) dated the 19th August, 1989 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1937 (20 of 1957) (hereinafter referred to as the said Act), the rights to mine, quarry, bore, dig and search for, win work and carry away minerals in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the aforesaid rights in or over the said lands so vested shall, with effect from the 19th August, 1989, instead of continuing to so vest in the Central Government, vest in the said Government company, subject to the following terms and conditions, namely:—

- (1) The said Government company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said Government company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vesting shall also be borne by the said Government company;
- (3) The said Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings, by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;
- (4) The said Government company shall have no power to transfer the said rights to any other persons without the previous approval of the Central Government; and
- (5) The said Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[No. 43015/16/85-CA/LSW]

R. B. RAO, Under Secy.

(विद्युत विभाग)

नई दिल्ली, 24 सितम्बर, 1990

सा.नं. 2729—1 पंजाब पुनर्गठन अधिनियम, 1966 (1966 का 31) की धारा 79 की उपधारा (2) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करके हुए, केन्द्रीय सरकार श्री ए.पी. जैन, मुख्य अभियंता (आइएस) पंजाब राज्य बिजली बोर्ड को 23 अगस्त 199

(पूर्वार्द्ध) से तीन बर्ष की अवधि के लिए श्री राहुल.एस. कालड़ा के स्थान पर भाखड़ा व्यास नदीय बोर्ड में पूर्णकालिक सदस्य के रूप में नियुक्त करनी है।

[नं 1/11/90-डिस्क (पी. एण्ड बी.)]  
गहरा गी निध, उा मन्त्रि

sation Act, 1966 (31 of 1966), the Central Government hereby appoints Shri O. P. Jain, Chief Engineer/Hydel, Punjab State Electricity Board as whole-time Member in Bhakra Beas Management Board with effect from 23rd August, 1990 (P.N.) for a period of three years vice Shri f. S. Kalia

(Department of Power)

New Delhi, the 24th September, 1990

[No. 1/11/90-D(B&B)]

S.O. 2729.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 79 of the Punjab Reorgani-

R. C. MISHRA, Dy. Secy.

तई दिन्नी, 25 मिनम्बर, 1990

का.ग. 2730 — सार्वजनिक परिसर (अप्राधिकृत अधिभोगियों की बेखुशी अधिनियम, 1971 (1971 का 40) को धरा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार द्वारा नीचे दी गई नालिका के कालम (1) में निर्दिष्ट राष्ट्रीय स्तर विद्युत निगम लिमिटेड, ए. नाविक प्रशिक्षण के अधिकारी जो कि भारत सरकार के राजपति अधिकारी के समकक्ष हैं, को कथित अधिनियम के प्रयोजनों के लिये सम्पदा अधिकारी नियुक्त किया जाता है जो कथित नालिका के कालम-2 में संगत प्रविष्टि में निर्दिष्ट सार्वजनिक परिसरों की श्रेणियों के बाई में कथित अधिनियम के द्वारा श्रव्यता इसके अन्तर्गत सम्पदा अधिकारी को प्रवेश की गई शक्तियों का उपयोग कर गकेगा और सम्पदा अधिकारी को भी गये कर्तव्यों का निर्वहन करेगा।

नामिका

अधिकारी का नाम और पदनाम

सार्वजनिक परिसरों की श्रेणियाँ

श्री अर.एस. पाण्डेय, निधि अधिकारी

जिला इटावा (उत्तर प्रदेश) में औरंगा मैस विद्युत परियोजना के ना मित्र वाली, पट्टे पर की गई श्रव्यता क्लियर पर की गई भूमि, सभी क्वार्टर, सम्पदा सम्पत्ति और अन्य आवास।

[नं 2/2/90-एस.एस. (नौपु.डी.)]

के एन. बिस्वास, अध्या मन्त्रि

# THE TABLE

New Delhi, the 25th September, 1990

S.O. 2730.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the table below being an officer of the National Thermal Power Corporation Limited, a statutory authority and equivalent to the rank of a Gazetted Officer of the Government of India, to be the Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on an Estate Officer by or under the said Act in respect of the categories of Public premises specified in the corresponding entry in column (2) of the said table

Name and Designation of Officer	Categories of public premises
(1)	(2)
1. Shri R. S. Pandey Law Officer	All lands, quarters, estate property and other accommodation owned, leased and rented by Auraiya Gas Power Project, in District Etawah (Uttar Pradesh).

[No. 8/2/90-US(CT)]

K. N. BISWAS, Under Secy.

## पेट्रोलियम रसायन और उर्वरक मंत्रालय

(पेट्रोलियम और प्राकृतिक गैस विभाग)

नई दिल्ली, 5 अक्टूबर, 1990

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 18th September, 1990

का.आ. 2731.—केन्द्रीय सरकार तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 48) की धारा 3 की उपधारा 3 के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम की अनुसूची में निम्नलिखित और सुधारण करणी है, अर्थात्:—

[संख्या सी-35/12/5/89-वि. II]

राजिब शर्मा, निदेशक (वि. II)

## MINISTRY OF PETROLEUM AND CHEMICALS

(Department of Petroleum and Natural Gas)

New Delhi, the 5th October, 1990

S.O. 2731.—In exercise of the powers conferred by clause (d) of sub-section (3) of section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints, with immediate effect and for a period not exceeding two years, Dr. Vasant Gowariker, Secretary, Department of Science & Technology, New Delhi, as a Member of the Oil Industry Development Board.

[No. G-35612/5/89-Fin. II]

RAJIB SHARMA, Director (Fin.)

S.O. 2732.—In exercise of the powers conferred by the sub-section (2) of section 15 of the Indian Nursing Council Act, 1947 (48 of 1947), the Central Government hereby makes the following further amendments in the Schedule to the said Act, namely:—

In Part II of Schedule to the said Act, after serial number 33 and the entries relating thereto, the following serial numbers and entries shall be added, namely:—

34. University of Poona. Post—Basic B.Sc. Degree in Nursing (When granted on or after June, 1984).

35. S.N.D.T. Women's M.Sc. (Nursing) Degree University, Bombay. (When granted on or after 24th November, 1978).

36. Shivaji University. Post—Basic B.Sc. Degree in Nursing (When granted on or after June, 1975).

[No. V. 14015/2/90-PMS]

R. SRINIVASAN, Under Secy.

## स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 18 सितम्बर, 1990

का.आ. 2732:—केन्द्रीय सरकार, भारतीय नर्स परिषद अधिनियम, 1947 (1947 का 48) की धारा 15 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम की अनुसूची में निम्नलिखित और सुधारण करणी है, अर्थात्:—

उक्त अधिनियम की अनुसूची के भाग-2 में क्रम संख्या 33 और उसमें संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्याएं और प्रविष्टियां जोड़ी जाएंगी, अर्थात्:—

31. गुप्त विश्वविद्यालय पुणे। परिचर्या में पोस्ट बेसिक बी.एस.सी. डिग्री (यदि वह जन. 1984 को या उसके बाद दी गई हो।

35. एम.एस.सी.डी.डी. महिला विश्वविद्यालय मुम्बई। एम.एस.सी. (परिचर्या) डिग्री (यदि 21 नवम्बर, 1975 या उसके बाद दी गई हो।

36. शिवाजी विश्वविद्यालय, कोल्हापुर। परिचर्या में पोस्ट बेसिक बी.एस.सी. डिग्री (यदि वह जन. 1979 को या उसके बाद दी गई हो।

[संख्या सी 14015/2/90-पी.एम.एस.]

आर. श्रीनिवासन, अवर सचिव

## सूचना और प्रसारण मंत्रालय

नई दिल्ली

नई दिल्ली, 19 सितम्बर, 1990

का.आ. :—केन्द्रीय फिल्म प्रमाणन बोर्ड के विवेचन सलाहकार पैनल के पुनर्गठन के बारे में सूचना और प्रसारण मंत्रालय की दिनांक 9 जुलाई, 1990 की अधिसूचना संख्या 814/10/90-एफ.सी. में क्रम संख्या-2 पर “श्री के. हरिदास” के स्थान पर कृपया “श्री के.वी. हरिदासन” पढ़ें।

फा. संख्या 814/10/90-एफ.सी.)

टी. एस. अरसु, डेस्क अधिकारी (एफ.सी.)

## MINISTRY OF INFORMATION AND BROADCASTING

## CORRIGENDUM

New Delhi, the 19th September, 1990

S.O. 2733.—In the Ministry of Information and Broadcasting Notification No. 814/10/90-F(C) dated 9th July, 1990 regarding reconstitution of the Trivandrum Advisory Panel of the Central Board of Film Certification, in S. No. 2 please read “Shri K. V. Haridasan” in place of “Shri K. Haridasan”.

[File No. 814/10/90-F(C)]

T. S. ARASU, Desk Officer (F.C.)

जल संप्रदाय परिवहन मंत्रालय

(नौवहन महानिदेशालय)

बम्बई, 5 अक्टूबर, 1990

वाणिज्य पोत परिवहन

सा. आ. 2734 :- वाणिज्य पोत परिवहन (नाविक रोजगार कार्यालय) नियम, 1986 के नियम 3 के साथ फलित, भारत सरकार, जल संप्रदाय परिवहन मंत्रालय की अधिसूचना सं एम डब्ल्यू/एम डब्ल्यू एम-40/85-एमटी दिनांक 22 अप्रैल, 1988 द्वारा प्रयत्न शक्ति का प्रयोग करते हुए नौवहन महानिदेशक इस अधिसूचना के शासकीय राजपत्र में प्रकाशन की तारीख से दो वर्ष की समयवधि के लिए बम्बई पत्तन पर नाविक रोजगार बोर्ड (विदेश-गामी) एतद्वारा स्थापित करते हैं। जिसमें निम्नलिखित सदस्य हैं, अर्थात् :-

- |  |   |   |
|--|---|---|
| 1. नौवहन महानिदेशक   | } | सरकार का प्रतिनिधित्व करने वाले सदस्य         |
| 2. नौवहन उपमहानिदेशक प्रभारी-नाविक रोजगार कार्यालय, बम्बई          |   |   |
| 3. शम श्रामुक्त, बम्बई   |   |   |
| 4. शिपिंग मास्टर, बम्बई  |   |   |
| 5. निदेशक, नाविक रोजगार कार्यालय, बम्बई                            |   |   |
| 6. पत्तन स्वास्थ्य अधिकारी, बम्बई                                  |   |   |
| 7. श्री पी. एल. बजौर (भारतीय नौवहन नियम)                           | } | पोत स्वामियों का प्रतिनिधित्व करने वाले सदस्य |
| 8. कप्तान पी. के. देशपांडे (ग्रेट इस्टर्न शिपिंग कं. लि.)          |   |   |
| 9. कप्तान ए. एस. खुमन (इस्लाम शिपिंग लि.)                          |   |   |
| 10. कमो. एल. के. शर्मा, (मोबिल शिपिंग कं. लि., लंबन)               | } | नाविकों का प्रतिनिधित्व करने वाले सदस्य       |
| 11. कप्तान एन. ए. हिरानंदानी (मैसर्स-मेवनांन सेर्वीस एण्ड कं. लि.) |   |   |
| 12. कप्तान जी. के. सरकारी (मैसर्स किलिक निक्सन लि.)                |   |   |
| 13. डा. लिओ बार्नस   | } |   |
| 14. श्री यू. एम. बाल्मेडा  |   |   |
| 15. श्री एम. मोईदो   |   |   |
| 16. श्री इ. प्रभाकरन   |   |   |
| 17. श्री एम. टी. जोसेफ   |   |   |
| 18. श्री एम. डी. रेथरेकर   |   |   |

नौवहन महानिदेशक और नौवहन उपमहानिदेशक प्रभारी नाविक रोजगार कार्यालय, बम्बई, उपर्युक्त बोर्ड के अध्यक्ष और उपाध्यक्ष होंगे। निदेशक नाविक रोजगार कार्यालय, बम्बई उपर्युक्त बोर्ड के सदस्य-सचिव होंगे।

[सं. 21 (1) सी आर/90]

एन. के. प्रसाद, नाविक उपमहानिदेशक

## MINISTRY OF SURFACE TRANSPORT

(Directorate General of Shipping)

Bombay, the 5th October, 1990

## MERCHANT SHIPPING

S. O. 2734—In exercise of the powers conferred by Rule 3 of the Merchant Shipping (Seamen's Employment Offices) Rules, 1986 read with the Notification of the Government of India in the Ministry of Surface Transport No. SW/MWS-40/85-MT dated the 22nd April, 1988 the Director General of Shipping hereby appoints Seamen's Employment Board (Foreign Going) at the Port of Bombay for a period of two years with effect from the date of publication of this notification in the Official Gazette, consisting of the following members namely:—

- |  |                                 |
|--|---------------------------------|
| 1. The Director General of Shipping  | Members representing Government |
| 2. The Dy. Director General of Shipping Incharge of Seamen's Employment Office, Bombay |                                 |

3. The Labour Commissioner, Bombay
4. The Shipping Master, Bombay
5. The Director, Seamen's Employment Office, Bombay
6. The Port Health Officer, Bombay
7. Shri P.L. Wazir (Shipping Corpn. of India)
8. Capt. P.K. Deshpande (Great Eastern Shipping Company Ltd.,
9. Capt. A.S. Khuman (Essar Shipping Ltd.)
10. Cdr. L.K. Sharma (Mobil Shipping Company Ltd., London)
11. Capt. N.A. Hiranandani (M/s. Mackinnon Mackenzie & Co. Ltd.,
12. Capt. G.K. Sarkari (M/s. Killick Nixon Ltd.,)
13. Dr. Leo Barnes
14. Shri U.M. Almeida
15. Shri M. Moidoo
16. Shri E. Prabhakaran
17. Shri M.T. Joseph
18. Shri M.D. Rethrekar

Members representing ship-owners

Members representing seamen

The Director General of Shipping and the Dy. Director General of Shipping incharge of the Seamen's Employment Office, Bombay shall respectively be the Chairman and the Vice-Chairman of the aforesaid Board. The Director Seamen's Employment Office, Bombay shall be the Member Secretary of the aforesaid Board.

[No. 24 (1)CR/90]

N.K. PRASAD, Dy. Director General of Shipping

#### भारत मंत्रालय

नई दिल्ली, 4 मई, 1990

का.अ. 2735 :- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लि० बी इना कोलियरी के प्रबन्धक से संबंधित निरीक्षणों और उनके कर्मचारियों के बीच, प्रबन्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम स 2, धनबाद के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-90 को प्राप्त हुआ था।

#### MINISTRY OF LABOUR

New Delhi, the 4th May, 1990

S.O. 2735.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Ena Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 24-9-90.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 124 of 1985

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

#### PARTIES:

Employers in relation to the management of Ena Colliery of Messrs Bharat Coking Coal Limited and their workmen.

#### APPEARANCES:

On behalf of the workmen—Shri S. Bose, Secretary, R.C.M.S., Dhanbad.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 17th September, 1990

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (104)/85-D.III(A), dated the 22nd August, 1985.

#### SCHEDULE

"Whether the action of the management of M/s. Bharat Coking Coal Limited, Kustore Area No. VIII, P.O. Kustore Dhanbad in not providing permanent light surface duty to Shri Parabhu Ram, Permanent Underground Trummer, Ena Colliery as per the medical advice of the Eye Specialist, Central Hospital, Dhanbad Medical Board (Eye) Eye Surgeon, Dhanbad and causing forced idleness to him with effect from 10-10-1983 is justified? If not, to what relief the workman is entitled?"

In this case both the parties appeared but did not file their respective W.S. But subsequently instead of filing W.S. both the parties appeared and filed a petition of compromise.

I heard them on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. I accordingly accept the said petition of compromise and pass an Award in terms of the compromise petition which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer  
[No. L-20012(104)/85-D.III(A)/IR(Coal-I)]

#### ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL NO. II AT  
DHANBAD

Reference No. 124/85

Employers in relation to the management of Ena  
Colliery.

AND

Their workmen

#### PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above  
reference most respectfully sweth.

1. That the Central Government by notification No. L-20012(104)/85-D.III(A) dated 12-8-85 has been pleased to refer the present case to the hon'ble Tribunal for adjudication on the issue contained in the schedule of reference which is reproduced below:—

#### SCHEDULE

"Whether the action of the management of M/s. Bharat Coking Coal Limited, Kustore Area No. VIII, P.O. Kustore Dhanbad in not providing permanent light surface duty to Sri Prabhu Ram, permanent Underground Traminer, Ena Colliery as per the medical advice of the Eye Specialist, Central Hospital, Dhanbad Medical Board (Eye) Eye Surgeon, Dhanbad and causing forced absence to him with effect from 10-10-1983 is justified. If not, to what relief the workman is entitled?"

That the above dispute has been amicably settled between the parties on the following terms.

#### TERMS OF SETTLEMENT

(a) That the concerned workman Sri Prabhu Ram will be deemed to be in service up to 31-12-1984 and he will be entitled for the benefits of payment of gratuity up to 31-12-84 only and not for wages or any other benefit for that period. He will have no claim on any account for the period subsequent up to 31-12-84.

(b) That the son of the concerned workman will be employed as Miner/Loader within 30 days from the date he will report for his duties provided he produces certificates of his genuinity such as resident certificate from the CO/BDO or the SDO of the Area where he permanently resides, at the time of reporting for his duty alongwith four copies of his photographs duly attested by the Mukhya and CO/BDO or SDO granting resident certificate to him.

(c) That the son of the concerned workman will be examined by the Medical Board of the Area within 30 days from the date of reporting for duty and will be allowed to join his duty if medical board will declare him fit for the job. In case he will not be medically fit he will not be allowed to join his duty.

3. That in view of the settlement there remains nothing to be adjudicated.

It is humbly prayed that the settlement may kindly be accepted as fair and proper and the Award may be passed in terms of the Settlement.

For the Workmen.

1. Sd/- Illegible.

For the Employers.

1. Sd/- Illegible.

2. Sd/- General Manager  
Kustore Area, B.C.C.L.

Witnesses :

1. R. K. Dwivedi, Personnel Manager,  
Kustore Area.

2. Sd/- Illegible, Advocate.  
5-6-90

का.अ. 2736:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लि. की वेस्ट मुदीदीह कोलियरी के प्रबन्धन में सबर्ड नयोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण के पचास प्रकाशित करती है जो केन्द्रीय सरकार की 21-9-90 की प्राप्त हुआ था।

S.O. 2736.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of West Mudidih Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 24-9-90.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 161/1985

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of West Mudidih Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES.

On behalf of the workmen - Shri S. Bose, Secretary,  
R.C.M.S. Dhanbad.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 17th September, 1990

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(139)/85-D.III(A), dated the 3rd December, 1985

#### SCHEDULE

"Whether the action of the management of West Mudidih Colliery in Kustore Area No. IV of M/s. Bharat Coking Coal Limited in denying regularisation to Shri Churaman Rewani as Store Keeper in clerical Grade-I with effect from February, 1984 is justified? If not, to what relief the workman is entitled?"

In this case instead of filing W.S. both the appeared before me and filed a petition of compromise, I heard them on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the said petition of compromise and pass an Award in terms thereof which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer  
[No. L-20012(139)/85-D.III(A)/IR(Coal-I)]

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 161/1985

Employers in relation to the management of West Mudidih Colliery

AND

Their workman.

## PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That the above dispute has been amicably settled between the parties on the following terms :—

## TERMS OF SETTLEMENT

- (a) That the concerned workman Sri Churaman Rewari will not claim clerical Grade-I present.
- (b) That the D.P.C. held on 16-12-88 for consideration for promotions of Clerks Grade-II to Clerks Grade-I has already cleared the concerned workman for his promotion and his name appears at Serial No. 17 in the list prepared by the D.P.C. recommending for promotion to Grade-I. The concerned workman accepts the recommendations of the D.P.C. and will be promoted as per the norms as soon as vacancy will occur.
- (c) That the concerned workman will not raise any other dispute for his regularisation or promotion to Clerical Grade-I.

2. That in view of the above settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the Settlement as fair and proper and be pleased to pass the Award in terms of the Settlement.

For the Workman :

1. Sd/- Illegible
2. Sd/- Illegible.

For the Employers :

1. Sd/- Illegible, Addl. C.M.E.

West Mudidih Colliery

1. Sd/- Illegible, Sr. Personnel Manager

West Mudidih Colliery

## WITNESSES :

1. Sd/- Illegible.
2. Sd/- Illegible.

नई दिल्ली, 19 सितम्बर, 1990

का.अ. 2737—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, मैमर्स, बी. सी. एल. की दारारी कोलियरी के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिग्रहण, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 19th September, 1990

S.O. 2737.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government

Industrial Tribunal Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bararee Colliery of M/s. B.C.C.L. and their workmen, which was received by the Central Government.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 DHANBAD

In the matter of a reference under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 95 of 1989

## PARTIES :

Employers in relation to the management of Bararee Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

## PRESENT :

Shri S. K. Mitra, Presiding Officer.

## APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri B. N. Sharma, Joint General Secretary, Janta Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal

Dated, the 3rd August, 1990

## AWARD

By Order No. L-24012/4/88-D.IV(B)/I.R. (Coal-I), dated, the 9th August, 1989, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Bararee Colliery of M/s. B.C.C.L. in not paying/stopping the extra wages/allowances to Shri Rameshwar Yadav and 14 other Trammers as in the annexure for performing the job of Gutka Jamming, Kata Point, Rope Pushing and Tub Pushing etc. for the period December, 1978 to 1983 is justified? If not, to what relief the workmen concerned are entitled?"

2. The order of reference of the industrial dispute was received in the office of the Tribunal on 1-9-1989. Consequently upon failure of the parties arrayed to appear, notice was issued to both of them. In response to such notice, Shri R. S. Murthy, Advocate, appeared for the employers and Shri B. N. Sharma appeared for the sponsoring Union. At the instance of Shri Sharma, several adjournments were granted to file statement of claim by the sponsoring Union. But ultimately Shri Sharma did not file any statement of claim on behalf of the sponsoring Union. He submitted that he would not take any further step in the matter and the case may be disposed of according to law.

3. Since the sponsoring Union nor the concerned workmen are not interested in pursuing the present industrial dispute, I am constrained to pass a 'no dispute' award in this case.

This is my award.

S. K. MITRA, Presiding Officer  
[No. L-24012/4/80-D IV (B)/I.R. Coal-I]

नई दिल्ली, 1 अक्टूबर, 1990

का.अ. 2738—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, मैमर्स, बी. सी. एल. की दारारी कोलियरी के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिग्रहण धनबाद (2) के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-90 को प्राप्त हुआ था।

New Delhi, the 1st October, 1990

S.O. 2738.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Sirka Colliery of M/s. Bharat Coking Coal Limited and their workmen which was received by the Central Government on 18-9-1990.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 203 of 1987

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the Management of Sirka Colliery of M/s. C.C. Ltd., P.O. Argada, Distt. Hazaribagh and their workmen.

APPEARANCES :

On behalf of the workmen—Shri S. Bose, Secretary, R.C.M.S.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar INDUSTRY : Coal

Dhanbad, the 11th September, 1990

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012 (188)/86-D.IV (B), dated, the 8th July, 1987.

SCHEDULE

"Whether the action of the Management of Sirka Colliery of C.C. Ltd., P.O. Argada, Distt. Hazaribagh in dismissing Sri Narayan Mahto, Driver on the charge of theft without lodging FIR with the concerned Police Station for theft is legal and justified? If not, to what relief the concerned workman is entitled?"

In this case both the parties appeared and filed their respective W.S. Thereafter the case proceeded along its course. Subsequently both the parties appeared before me and filed a Joint Compromise petition. I heard both the parties on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the Joint Compromise petition which forms part of the Award as annexure.

[No. L-24012/188/86-D.III(B)/IR (Coal-I)]

I. N. SINHA, Presiding Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

In the matter of Reference No. 203 of 1987

PARTIES :

Employers in relation to the Management of Sirka Colliery of Central Coalfields Ltd., Argada Area P.O. Sirka, Distt. Hazaribagh

AND

Their workmen.

Joint Compromise Petitioners of Employers and the Workmen.

The above mentioned employers and the workmen most respectfully beg to submit jointly as follows :—

- (1) That the employers and the workmen have jointly negotiated the dispute covered by the above reference with a view to arriving at an amicable and mutually acceptable settlement.
- (2) That as a result of such negotiation between the employers and the workmen, the parties have agreed to settle the dispute on the following terms and conditions :—
  - (a) It is agreed that Sri Narayan Mahto, the workman concerned, will be reinstated in the post of Driver in daily rated Category-V within 15 days of the acceptance of the joint compromise petition by this Hon'ble Tribunal.
  - (b) It is agreed that the workman concerned will not be entitled to any back wages or other benefits for the intervening period i.e. from 14-1-1986 the date of dismissal to the date of his reinstatement as stated in Clause (a) above. The workman concerned will however have the benefit of continuity of service.
  - (c) It is agreed that the workman concerned shall be posted for duty by the Management of Central Coalfields Ltd. in any of the units of Argada Area other than Sirka Colliery.
  - (d) It is agreed that this is an overall settlement in full and final settlement of all the claims of the union and the workman concerned arising out of the above Reference.
- (3) That the employers and the workmen hereby jointly declare and confirm that they consider the aforesaid terms and conditions of settlement as fair, just and reasonable to both the Parties.

In view of the above, the employers and the workmen jointly pray that the Hon'ble Tribunal may be pleased to accept the above joint compromise petition and give an award in terms thereof and dispose of the above Reference.

PROJECT OFFICER/AGENT,  
SIRKA COLLIERY,

Central Coalfields Limited,  
P.O. Sirka, Distt. Hazaribagh  
for and on behalf of the employers

(Shyam Narain Singh)  
Secretary,

Kashtriya Colliery Mazdoor Sangh,  
Sirka

P.O. Argada, Distt. Hazaribagh

For and on behalf of the workmen.

(Raj. S. Murthy)  
Advocate,

For the employers.

Dated. the 11th day of August, 1990.

का.आ. 2739:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैक्स भारत कोकिंग कोल लि. के सिविल इंजीनियरिंग विभाग के प्रबन्धतन्त्र से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुवृद्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-9-90 को प्राप्त हुआ था।

S.O. 2739.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Civil Engineering Department of M/s.

Bharat Coking Coal Limited and their workmen, which was received by the Central Government on 17-9-1990.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD**

Reference No. 179 of 1987

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947

**PARTIES :**

Employers in relation to the management of Civil Engineering Department of M/s. Bharat Coking Coal Limited and their workmen.

**APPEARANCES :**

On behalf of the workmen : Shri S. Bose, Secretary, R.C.M.S. Dhanbad.

On behalf of the employers : Shri B. Joshi, Advocate.

**STATE :** Bihar. **INDUSTRY :** Coal.

Dhanbad, the 10th September, 1990

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20912 (12)/87-D.III(A), dated, the 21st April, 1987.

**SCHEDULE**

"Whether the demand of Rashtriya Colliery Mazdoor Sangh for reinstatement and regularisation of Shri Shiv Shankar Mitra, water carrier engaged in Civil Engineering Department with effect from May, 1983 is justified? If so, to what relief the workman is entitled?"

The case of the workmen is that the concerned workman Shri Shiv Shankar Mitra was engaged as Waterman by the management of Koyala Bhawan of M/s. BCCL since May, 1980. His duty was to supply and to replenish drinking water in different departments of BCCL at Koyala Bhawan and was paid @ Rs. 7 per day on voucher. He was working continuously since May, 1980 and was paid wages through voucher by the management of BCCL. His payment was stopped since September, 1982 but even then he continued to work as before in anticipation that his wages would be paid in due course. Thereafter the concerned workman made several representations to the management for payment of his wages. The management stopped work of the concerned workman from May, 1983 and since then he is sitting idle. He has not as yet been paid his wages from September 1982 to April, 1983. He worked continuously since May, 1980 to April, 1983 as Waterman and he has put in more than 240 days attendance in each calendar year since May, 1980 to April, 1983. He was working as Waterman under the supervision and control of the management of BCCL at Koyala Bhawan during the said period and was paid his wages by BCCL. The concerned workman was in fact a workman of BCCL and as such the stoppage of his work by BCCL in May, 1983 is illegal and unjustified. As he had demanded his wages for the period from September, 1982 to April, 1983 and had also claimed his regularisation as a permanent workman of BCCL, he was stopped from work by BCCL in a mala fide and arbitrary manner with effect from May, 1983 and since then he is sitting idle. The action of the management in stopping him from work is quite illegal and unjustified and the stoppage of his work amounts to retrenchment under Section 25N of the I.D. Act, 1947. On the above facts it has been prayed to hold that the stoppage of the work of the concerned workman since May, 1983 by the management of BCCL is illegal and unjustified and that he should be regularised after reinstatement with effect from May, 1983 and paid his full wages for the idle period.

The case of the management in the W.S. is that there is no relationship of employer and employee between the management and the concerned workman. The concerned workman had never been appointed by the management of BCCL. The concerned workman himself stated that he was a con-

tractors workman working as General Mazdoor on cleaning job and that he was deputed by the contractor to supply water in pitchers at the beginning of the office for which he used to be paid on vouchers for doing the said part time job. Subsequently he had applied for the job of cleaning mazdoor after abolition of the contract system on misc. casual jobs. The management selected workmen belonging to Harijan and Scheduled Caste as they alone could perform the jobs of cleaning and sweeping. The concerned workman being of higher caste do not perform the job of Sweeping and cleaning. A part time employee of the contractor cannot be said to be a workman of the management. As the concerned workman claims to be a contractors general mazdoor supplying drinking water to the management on behalf of the contractor on contract basis, he has no right to claim an employment under the management. He was not engaged by the management but was a contractors worker and was deployed by the contractor. Prior to September, 1982 he had not been engaged by the contractor of Koyala Bhawan. As the concerned workman was paid by the contractor he should claim the said amount from the contractor and not from the management. On the above plea the management prays that it may be held that the concerned workman is not entitled to any relief.

The management filed a petition on 31-8-89 stating that the reference is not maintainable and that the maintainability of the present reference may be decided as a preliminary issue before entering into the merit of the case. It has been stated in the said petition that the concerned workman Shri Shiv Shankar Mitra was one of the workmen mentioned in the annexure to the schedule of Reference No. 190 of 1986 decided by this Tribunal. The name of the concerned workman Shiv Shankar Mitra appears at Sl. No. 47 in the said annexure of Reference No. 190/86. The said reference has already been decided by the Tribunal by its Award dated 24-4-89 and it has already been published in Gazette of India of 27th May, 1989. It has already been decided in the said award that the concerned workman was a contractors worker and there was no employer employee relationship between the management and the concerned workman. It has further been held in the said Award that the concerned workman cannot claim to be a workman of M/s. BCCL. The said Award binds all the workmen including the union. The concerned workman cannot be promoted to approach another union during the pendency of an industrial dispute before the Tribunal and raise a demand to treat him as employee of M/s. BCCL and to regularise him as permanent workman. On the above facts it was submitted on behalf of the management that the maintainability of the present reference is a legal issue and the Award passed in Ref. No. 190/86 by this Tribunal is the basis for challenging the maintainability of the present reference.

The workmen filed a rejoinder to the said petition of the management wherein it is stated that the concerned workman had never been a member of the Jharkhand Colliery Mazdoor Union or Colliery Karamchhari Sangh and as such any Award published in a case against the concerned workman belonging to Jharkhand Colliery Mazdoor Union is not binding upon the concerned workman. The concerned workman was not aware of his name being included in the annexure to the schedule of reference of 190/86 and he was also not aware of the Award passed in the case. The concerned workman had not contested in the said Award and as such it is not binding on him. In the Award in case No. 190/86 the reference was in relation to regularisation of cleaning mazdoor/sweepers but the concerned workman does not fall in that category as he worked as Water carrier hence the concerned workman had nothing to do with the earlier case No. 190/86. He had never been a contractors worker and he worked under the management of BCCL. The concerned workman all along was a member of RCMS. On the above facts it is submitted that there is no justification in deciding the case on preliminary issue.

On hearing the parties it was decided to dispose the preliminary issue first as it involved the question of maintainability of the reference itself.

The point for decision is whether the present reference is maintainable and in this connection it has to be decided whether the Award passed in Ref. No. 190/86 in principle will be res judicata.

The workmen and the management have each examined one witness in support of their respective case. The management has got document exhibited on their behalf and they are marked Ext. M-1 to M-3 and the workmen have got exhibited W-1 to W-8.

It is admitted by the parties that the Reference No. 190/86 was decided by this Tribunal vide Award dated 24-4-89. The Award of the said case is marked as Ext. M-3 in the case and it shows that the name of the concerned workman Shri Shiv Shankar Mitra is at Sl. No. 47 of the annexure to the schedule of the order of reference No. 190/86. The record of the original Reference No. 190/86 has also been called for reference in the present case. It will appear that Jharkhand Colliery Mazdoor Union was represented by Shri J. D. Lall, Advocate and Colliery Karamchhari Sangh was represented by Shri R. P. Singh, Vice President of the said union in Reference No. 190/86. On perusal of the Award Ext. M-3 it will appear that the Tribunal held that there was no relationship of employer and employee between the management of BCCL and the concerned workman numbering 80 including the concerned workman of the present case. It was held that the present concerned workman and other concerned workman of the said reference were contractors workers and as such they were not entitled to be regularised as workmen of BCCL. The industrial dispute which ultimately was referred to this Tribunal and numbered as Ref. No. 190/86 was sponsored by the Jharkhand Colliery Mazdoor Union and Colliery Karamchhari Sangh and both the said union represented the case of the concerned workman before this Tribunal. Thus the concerned workman also had been represented by the union which had sponsored the industrial dispute in respect of the concerned workman and 79 others. Under the scheme of the Industrial Dispute Act an individual workman is at no stage a party to the industrial dispute independently of the union except in the case covered under Section 2(A) of the Industrial Dispute Act. The union or those workmen who have by their sponsoring turned the individual dispute into an industrial dispute cannot therefore claim to have say in the conduct of the proceeding before the Tribunal. The individual dispute of the workman becomes a collective dispute of the workmen espoused by their union and it cannot be said by the individual concerned workman that as he had no individual notice of the hearing of the case, the same cannot be binding on him. As the concerned workman's dispute forms part of the industrial dispute raised by Jharkhand Colliery Mazdoor Union and the Colliery Karamchhari Sangh, the Award passed in Reference No. 190/86 was binding on all the concerned workman whose case were referred to this Tribunal and decided by an Award in Ref. No. 190/86. As the matter in the present dispute has already been decided by this Tribunal in the Award passed in Ref. No. 190/86, the same dispute cannot be raised now and the principles of res judicata will be applicable in such case so that there may not be multiplicity of the same matter over and over again.

In this connection I would also like to mention some of the documents and evidence in the case. Ext. M-1 is admittedly the application form filled up by the concerned workman in respect of Sweeping and cleaning mazdoor working under the contractor WW-1 Shri Shiv Shankar Mitra who is the concerned workman in the present reference has admitted that Ext. M-1 bears his signature and it contains his particulars. He has stated that Shri S. N. Singh, Sr. Administrative Officer of Koyala Bhawan had asked for the particulars in the form and thereafter he had given the form Ext. M-1 to him. It will appear from this form that from September 1982 he worked at Koyala Bhawan till date under contractor. He has also stated that from first June, 1979 to August, 1982 he worked at Jealgora and payment was made to him from BCCL fund. In Col. No. 5 he has stated that he had worked under contractors M/s. Md. Mugni, M/s. Niloo Dutta and M/s. Vinod Singh contractors of BCCL. It is also stated that he had worked as general mazdoor (Water coolie). It is clear from the application Ext. M-1 in which the concerned workman has given his particulars that he was working under different contractors from September, 1982 till the date when he filed his application (17-1-84). He does not specifically state that from 1-6-79 to August, 1982 he was an employee of BCCL but only shows that his payment was made from BCCL funds. Even if he was working under the contractor engaged by BCCL the payment of wages was being made out of BCCL fund and this alone cannot show

that he was an employee of BCCL when he himself admitted that he had worked under different contractors. Ext. M-2 dated 13-6-85 is an application to the Chairman, Coal India Ltd. by 24 workmen including the concerned workman (the signature of Shiv Shankar Mitra is at Sl. No. 8 of the said application). This application was for regularisation of temporary general mazdoor in Koyala Bhawan, BCCL. It is stated that the applicants were discharging job of general mazdoor at Koyala Bhawan since March, 1982 and discharging various nature of jobs of perennial nature and that and the management stopped their normal regular duty on 1-6-85. It is also admitted to this application that after constant and continuous representation by them the management called them for an interview before the board on 21-12-83. It will appear from Ext. M-2 that the concerned workman and others were claiming to have worked since March, 1982 but in the W.S. of the concerned workman in the present case it is stated that he is working since May, 1980 till April, 1983 as employees of the management of Koyala Bhawan, BCCL. The said statement in the W.S. is belied vide Ext. M-2 where the concerned workman has stated that he was working as General Mazdoor in Koyala Bhawan since March, 1982 to 1-6-85. Ext. W-6 dated 8-11-85 is the petition filed before the ALC(C), Dhanbad by Shri G. D. Pandey, Joint General Secretary of RCMS by which the dispute of the concerned workman was raised. In para 3 it is stated that sometimes in the year 1983 the concerned workman started getting his payment from the management through some intermediary and the work of the concerned workman was stopped with effect from May, 1985. It will appear from the said statement that the concerned workman was working through some intermediary and this intermediary is the contractor under whom the concerned workman was working and had stated so in his application Ext. M-1. MW-1 is Shri S. N. Singh who according to WW-1 had asked WW-1 for the particulars in the form and to whom WW-1 had given the form Ext. M-1. MW1 Shri S. N. Singh has stated that he was Senior Administrative Officer at Koyala Bhawan from 1984 to 1985. He has stated that Ext. M-1 is the photo copy of the application of the concerned workman for the post of Sweeper. He has stated that the concerned workman was not appointed by the Selection Committee as Sweeper and that thereafter the concerned workman and other persons who were not selected had raised an industrial dispute before the management and the said dispute was referred to the Tribunal. He has stated that he has also brought the photo copy of the application Ext. M-2 containing signature of the concerned workman and others. He has stated that the representation Ext. M-2 was rejected by the Chairman and thereafter the industrial dispute was raised. It will thus be clear that the concerned workman has not come out with a clear case as his claim appears to be false.

The workmen have also filed Ext. W-2 dated 7-2-83 to show that the concerned workman had supplied drinking water during the period from September, 1982 to December, 1982 which is for a period of about 4 months. The Finance Manager had asked the Administrative Officer that the wage be paid as per terms and conditions Ext. W-3 shows that the concerned workman had supplied drinking water to Central Accounts Section during the period from 1-1-83 to 22-2-83 i.e. for a period of about 2 months. Ext. W-7 shows that Shri S. N. Ghosh, P.A. had asked for supply of a pitcher to the concerned workman who supplied drinking water in the section. The other note is Ext. W-4 to show that the concerned workman worked for supplying drinking water at E.D.P. Section from 2-2-84 to 10-5-85. Even in the W.S. of the workmen it is stated that he continuously worked since May, 1980 to 1983. He has stated in Ext. W-4 that the concerned workman had worked from 2-2-84 to 10-5-85 also. The W.S. of the workmen had been filed on 31-8-88 and the verification portion of the W.S. of the workman is dated 23-8-88. Thus although the W.S. was filed in August, 1988 there is no mention of the fact that the concerned workman had worked from February 1984 to 10th May, 1988 and as such it is difficult to believe the contents of Ext. W-4. Moreover the person issuing the note has not come forward to assert that the concerned workman had worked for the days contained in Ext. W-4.

From the facts, evidence and circumstances discussed above it will appear that Shri Shiv Shankar Mitra was a concerned workman in Reference No. 190/86 and that his case was represented by the union which had sponsored his industrial

dispute. The said reference has already been decided and now the concerned workman or RCMS cannot claim to say that the Award in Ref. No. 190/86 is not binding on the concerned workman as is now being represented by RCMS which was not a party in the earlier reference No. 190/86.

The concerned workman was working as General Mazdoor under the contractor and if he was engaged to supply water it cannot be said that the dispute in Reference No. 190/86 relating to the cleaning mazdoors will not be binding on the concerned workman.

In the result, I hold that the present reference is not maintainable and the demand of the RCMS for reinstatement and regularisation of the concerned workman Shiv Shankar Mitra with effect from May, 1983 is not justified and consequently the concerned workman is not entitled to any relief.

This is my Award.

I. N. SINHA, Presiding Officer  
[No. L-20012/12/87-D.III(A)/IR (Coal-I)]

का.आ. 2740—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार से ससे भारत कोकिंग कोल लिमिटेड की जोगता अग्नि दमन परियोजना के प्रबन्धन से संबंधित निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद से केन्द्रीय सरकार औद्योगिक अधिव्यवस्थापन (न. 2) के अंतर्गत प्रकाशित करती है जो केन्द्रीय सरकार को 18-9-90 को प्राप्त हुआ था।

S.O. 2740.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Jogta Fire Project of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 18-9-90.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 1 of 1987

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947

#### PARTIES:

Employers in relation to the management of Jogta Fire Project of Messrs. Bharat Coking Coal Limited and their workmen.

#### APPEARANCES:

On behalf of the workmen: Shri K. D. Prasad, Secretary (Central) C. M.E. W.A.

On behalf of the employers: Shri G. Prasad, Advocate.

STAFF: Bihar. INDUSTRY: Coal.

Dhanbad, the 11th September, 1990

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/19/86 D.III(A), dated, the 22nd December, 1986.

#### SCHEDULE

"Whether the demand of Coal Mines Engineering Workers Association that the Management of Jogta Fire Project of M/s. Bharat Coking Coal Limited should change the designation of their workman, Shri Krishnadeo Prasad as Fitter and place him in Excavation Category-D is justified? If so, to what relief is this workman entitled?"

In this reference both the parties appeared and filed their respective W.S. documents etc. Thereafter the case proceeded along its course. Subsequently at the stages of evidence both the parties appeared before me and filed a Joint petition of

compromise. I heard them on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the Joint petition of compromise which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer

[No. L-20012/196/86-D.III(A)/IR (Coal-I)]

#### ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

Ref. No. 1/87

Employers in relation to the management of Jogta Fire Project of M/s. Bharat Coking Coal Limited.

#### AND

Their Workmen.

The humble Joint petition of compromise on behalf of the parties.

Most respectfully sheweth:—

1. That the Central Government, Ministry of Labour, New Delhi by a notification No. L-20012/196/86-D.-III(A), dated 22-12-86, have referred the instant industrial dispute for an adjudication u/s 10(1)(d) (2A) of the Industrial Dispute Act 1947 for an adjudication to this Hon'ble Tribunal. The term of the reference is reproduced below:—

#### SCHEDULE

"Whether the demand of the Coal Mines Engineering Workers Association that the Management of Jogta Fire Project of M/s. BCCL should change the designation of their workmen Shri Krishnadeo Prasad, as Fitter and place him in Exca. Cat. 'D' is justified? If not, to what relief is the workmen entitled?"

2. That, since after the reference was made, the services of the workmen concerned Sri K. D. Prasad, has been placed at the disposal of the General Manager, Katras Area of M/s. BCCL and he has been transferred to Salanpur Open Cast Project under Katras Area. This settlement is arrived at by and between the representatives of the union of workmen and the management.

3. That, the parties discussed the case outside the court and have settled the case on the following terms and reference.

#### TERMS OF SETTLEMENT

1. That, the concerned workman Sri K. D. Prasad has already been placed in Excavation grade 'D' with effect from 29-12-1987 and is being paid wages and other benefits accordingly.

2. That the concerned workman Sri K. D. Prasad is being placed in Grade 'D' with effect from 1-7-1985, with national seniority and incremental benefit but he shall not be paid the difference of wages and other benefits for the period from 1-7-1985 to 29-12-1987.

3. This settlement resolves all the disputes between has parties and the workman concerned shall have no claim whatsoever.

4. That, the terms of the settlement is fair and proper.

5. That, it was agreed that 7 copies of this settlement may be filed before the Hon'ble Tribunal and the Hon'ble Tribunal may be requested to pass an award in terms of the settlement.

It is, therefore, prayed that your honour may be graciously pleased to accept the settlement and pass an award in terms of the same.

And for this act of kindness the parties shall ever pray.

Representing Workmen

Representing Employers

(1) Sri Surentra Singh  
General Secretary  
C.M.E.W.A.

(2) (Sri K. D. Prasad),  
Workman,

1. (A. K. Srivastava),  
Katras Area,  
General Manager,

2. (R. Mohan),  
Dy. C.P.M.,  
Katras Area,

3. (P. Jha),  
Dy. Personnel Manager,  
Katras Area.

का.आ. 2741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मेसर्स बी. सी. सी. एल. की वन बांध कोलियरी के प्रबन्धसूत्र में संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (मं. 2) धनबाद के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-9-90 को प्राप्त हुआ था।

S.O. 2741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bhagaband Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 17-9-90.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha. Presiding Officer.

Reference No. 50 of 1986

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Bhagaband Colliery of M/s. Bharat Coking Coal Ltd and their workmen.

APPEARANCES :

On behalf of the workmen—Shri S. Bose, Secretary, R.C.M.S.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 7th September, 1990

AWARD

The Govt. of Ind'a, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (240)/85-D.III-(A), dated, the 31st January, 1986.

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh that the workmen, S/Shri Pancham Gope, Ch. Karoo Gope Ramdhari Gope, Narsingh Gope and Bijay Narain Choubey, Traffic Munshis should be promoted to Clerical Gr. II by the management of Bhagaband Colliery of M/s. Bharat Coking Coal Ltd., P.O. Kusunda, Dhanbad is justified. If so, to what relief are the concerned workmen entitled and from what date ?”

In this case both the parties appeared and filed their respective W.S. Thereafter the case proceeded along its course. Subsequently at the stage of filling document both the parties appeared before me and filed a petition of compromise. I heard both the parties on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the petition of compromise which forms part of the Award as annexure.

I. N. SINHA, Presiding Officer  
[No. L-20012(240)/85-D.III(A)/IR(Coal-I)]

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Ref. No. 50/86

Employers in relations to the management of Bhagaband Colliery.

AND

Their Workmen

PETITION OF COMPROMISE

The humble petition of the parties to the above reference most respectfully sheweth :

1. That the Central Government by notification No. L-20012(240)/85-D-III(A) dated 21-1-1986 has been pleased to refer the present dispute to the honourable tribunal for adjudication on the issue contained in the schedule of reference which is reproduced below:

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh that the workmen, S/Shri Pancham Gope, Ch. Karoo Gope, Ramdhari Gope, Narsingh Gope and Bijay Narain Choubey, Traffic Munshis should be promoted to Clerical Gr. II by the management of Bhagaband Colliery of M/s. Bharat Coking Coal Ltd., P.O. Kusunda Dhanbad is justified? If so, to what relief are the concerned workmen entitled and from what date ?”

2. That the above dispute has been amicably settled between the parties on the following terms:

TERMS OF SETTLEMENT

(a) That the concerned workmen S/Shri Pancham Gope, Ramdhari Gope and Narsingh Gope will be deemed to have been upgraded with effect from 1-7-1989 in Clerical Grade-II.

(b) That the above concern workmen will be fixed at the lowest point in Clerical Grade-II with one increment in that grade on 1-7-89. They will be entitled for annual increment on 1-7-90.

(c) That the concerned workmen named above will not claim any difference of wages prior to 1-7-89 and their claim in Gr-II will be effective from 1-7-1989 only.

(d) That Shri Karu Gope will get the benefit of Grade-II from 1-7-1989 to 20-10-1989 when he retired being declared medically unfit. He will be fixed in Clerical Grade-II at the initial start plus one extra increment on 1-7-1989 and his difference of wages will be completed from 1-7-1989 to 20-10-89 and he will be paid the amount, if any, will be due to him.

(e) That Shri Vijay Narain Choubey has already been designated as Dhowra Supervisor and has been placed in Clerical grade-II and therefore no dispute relating to him subsists.

3. That in view of the above settlement there remains nothing to be adjudicated.

It is humbly prayed that the settlement may kindly be accepted as fair and proper and an Award may be passed in terms of the settlement.

For the Employees

1.  
2.

For the Employees  
1.  
2.

Witnesses

1.  
2.

का.आ. 2742.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स बी.सी. सी. एल. की पुडुकी कोलियरी के प्रबन्धन से संबद्ध नियोजकों और उनके कर्मचारों के बीच अन्तुब्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण घनबाद (सं. 1) के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-9-1990 को प्राप्त हुआ था।

S.O. 2742.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1 Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Pootkee Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 17-9-90.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 20 of 1988

**PARTIES :**

Employers in relation to the management of Pootkee Colliery of Messrs Bharat Coking Coal Limited.

**AND**

Their Workmen

**PRESENT :**

Shri S. K. Mitra, Presiding Officer.

**APPEARANCES :**

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri S. Bose, Secretary, Rashtriya Colliery Mazdoor Sangh.

**STATE :** Bihar.

**INDUSTRY :** Coal.

Dated, the 31st August, 1990

**AWARD**

By Order No. L-20012(179)/83-D.III(A), dated, the 9th November, 1983, the Central Government in the Ministry of Labour, had, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to Central Govt. Industrial Tribunal No. 3, Dhanbad. Subsequently, the dispute has been transferred to this Tribunal vide Ministry of Labour's Order No. S-11025(7)/87.D-IV(B) dated 31st December '87/12th January, 1988 :

"Whether the demand of the workmen of Pootkee Colliery of Messrs Bharat Coking Coal Limited that the management should reinstate in service of the said colliery Shri Habu Bhuiya as a genuine workman, with back wages from 1975, is justified? If so, to what relief is the said workman entitled and from what date?"

2. The case of the sponsoring union, Rashtriya Colliery Mazdoor Sangh, as disclosed in the written statement submitted on behalf of the workmen concerned, is as follows :

Habu Bhuiya, the concerned workman, was a permanent wagon loader of Putkee Colliery with effect from 25-7-72 and his name was recorded as Habua. The management issued identity card wherein his name was mentioned as Habu Bhuiya and photograph was also affixed on the identity card alongwith his L.T.I. But the management stopped him from duty in 1975 on the plea of his being an imposter. The union took up his cause and it was decided that L.T.I. of Habu Bhuiya would be verified with the L.T.I. on the records of the management and on such verification the L.T.I. of Habua Habua was found to be genuine. The genuineness of the claim of Habua was also supported by the co-workers of Putkee colliery. But the management did not relent and so the union was constrained to raise this industrial dispute. In the circumstances, the union has prayed that the demand of the workmen of Putkee Colliery for reinstatement of Habu Buiva in service as a genuine workmen with effect from 1975 be held to be justified.

3. The case of the management Putkee Colliery as disclosed in the written statement of the employer is as follows:

Habu Bhuiya who was originally employed in Putkee Colliery had his particulars recorded by the management. It transpires that the person bearing the above particulars had either died sometime after his employment in 1972 or he had left service without being interested in employment. In 1979 a complaint was made by one person claiming to be Habu Bhuiya that he was the real person who was employed in Putkee colliery and that he had gone home for about one month in 1974 where he had fallen ill. When he had come back to the colliery he found some other person working in his place, having the same name. The matter was examined by the management and it was revealed that the person who was working was having different particulars and was impersonating as Habu Bhuiya. Hence, the service of this person was discontinued with effect from 20-6-79. In the circumstances, the management has claimed that its action be held to be justified.

4. The matter was being contested by the parties arrayed in this dispute. On 29-8-90 the case was slated for hearing. Shri S. Bose, authorised representative of the sponsoring union, has submitted that the workman concerned is dead and that the sponsoring union is not interested in pursuing the matter further. The heirs or legal representatives of the concerned workman have not come forward to pursue the dispute. In the circumstances, I have reason to hold that neither the sponsoring union nor the heir of the deceased workman is interested in pursuing the matter. Hence, I am constrained to pass a 'no dispute' award in this case.

This is my award.

S. K. MITRA, Presiding Officer

[No. L-20012(179)/83-D.III(A)/IR(C-D)]

नई दिल्ली, 4 अक्टूबर, 1990

का.आ. 2743.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत कोकिंग कोल लि. की दामोदा कोलियरी के प्रबन्धन से संबद्ध नियोजकों और उनके कर्मचारों के बीच अन्तुब्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1 धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-90 को प्राप्त हुआ था।

New Delhi, the 4th October, 1990

S.O. 2743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Damoda Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 24-9-90.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 75 of 1984

**PARTIES :**

Employers in relation to the management of Damoda Colliery of M/s. B.C.C. Ltd.

**AND**

Their Workmen

**PRESENT :**

Shri S. K. Mitra,  
Presiding Officer.

## APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar. INDUSTRY : Coal.

Dated, the 17th September, 1990

## AWARD

By Order No. L-20012(233)/84-D.III(A), dated the 25th September, 1984, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Damoda Colliery of M/s. Bharat Coking Coal Limited in dismissing S/Shri Gopal Chamar and Uma Chamar from service is justified? If not, to what relief these workmen are entitled?"

2. The case of the management of Damoda Colliery of M/s. S.B.C.C. Ltd., details apart, is as follows :—

S/Shri Gopal Chamar and Uma Chamar, the concerned workmen, committed serious misconduct of assaulting, abusing and threatening superiors on duty on 24-7-82 at about 8 a.m. within the colliery premises. The management issued chargesheet dated 24-7-82 to them on the allegation of commission of misconducts as aforesaid. They submitted their replies dated 28-7-82 to the chargesheet denying the allegations. The explanation submitted by them were not found satisfactory and the management decided to hold departmental enquiry. Shri P. N. Chaudhary, the then Senior Personnel Officer of Damoda Colliery was appointed Enquiry Officer to hold the departmental enquiry. The enquiry was held on different dates between 20-8-82 and 2-9-83. The concerned workmen participated in the enquiry alongwith their co-workers. They were given full opportunity to cross-examine the witnesses for the management, to give their own statement in support of their defence and to produce their defence witnesses. The enquiry was conducted in accordance with the principles of natural justice. The Enquiry Officer submitted his report dated 12-9-83 holding them guilty of the misconduct alleged against them. The competent authority duly considered the enquiry proceeding, the enquiry report and other connected papers and decided to dismiss them from service. Accordingly they were dismissed from service by letters dated 9/10-11-83. The misconducts committed by them were serious in nature. There did not exist any extenuating ground for imposition of lighter punishment than dismissal from service. In the circumstances, the management has submitted that its action of dismissal of the concerned workman from service is legal, bonafide and in accordance with the provisions of the Standing Orders.

3. The case of the workmen as appearing from the written statement submitted on their behalf by the sponsoring union, Bihar Colliery Kamgar Union, briefly stated, is as follows : Gopal Chamar was the Secretary of the local Branch of Bihar Colliery Kamgar Union, and had been working as Quarry Loader since long with unblemished record of service. Uma Chamar was [sic] Asstt. Secretary of the local branch of Bihar Colliery Kamgar Union and had been working as Miner/Loader since long with unblemished record of service. Both of them started ventilating the corrupt practices adopted by Shri B. N. Singh, Asstt. Manager and other officials of the colliery. The union lodged a complaint dated 8-12-81 addressed to the Chairman-cum-Managing Director of M/s. S.B.C.C. Ltd., against the mal-practices of the officials of the colliery and particularly of Shri B. N. Singh. Shri Singh was the owner of trucks and he was more interested in his personal business than in his official duties. On 22-7-82 the management forced 17 workmen to remain idle since Sri Singh remained busy in preparing necessary papers for his trucks. On 23-7-82 also he said 17 (seventeen) workmen remained idle due to negligence of Shri Singh

At the instance of the afore-mentioned workmen, the concerned workmen met Shri Singh on 23-7-82 for discussion on the issue, but the latter flatly refused to have any discussion with them. He directed the workmen to meet him on the following morning. He hatched up a plan to remove the concerned workmen from service and at his instance Shri Narayan Singh lodged a complaint against them. Shri Narayan Singh complained that the concerned workman had assaulted and abused him and Shri B. N. Singh on 24-7-82 at 9.25 a.m. On the basis of the motivated complaint the biased management issued chargesheet dated 24-7-82 against the concerned workman without conducting preliminary enquiry. The concerned workmen submitted replies to the chargesheet denying false allegations. The management also lodged a criminal case against them on the self-same charge and on the self-same facts. Shri Singh entangled them in a false dacoity case. The management appointed a biased and prejudiced Enquiry Officer to complete the enquiry formalities and the concerned workmen were not given full opportunity to cross-examine the management's witnesses and to adduce defence witnesses. Seeing malafide aim of the Enquiry Officer they submitted an application for change of Enquiry Officer. The biased and prejudiced Enquiry Officer continued the proceeding in spite of the repeated protests of the concerned workmen. They submitted a list of witnesses with a request to change the venue of enquiry at colliery office instead of Area office because it was not possible for them to produce all the witnesses at Area office. The biased Enquiry Officer closed the proceeding of the enquiry without giving them opportunity to produce defence witnesses. Both Shri B. N. Singh and Shri Narayan Singh stated in the domestic enquiry that they were allegedly saved by Puran Mahato and Manabir Mahato, but none of the aforesaid persons were examined in the departmental enquiry. Both the concerned workmen were illegally and arbitrarily dismissed from service by the management with effect from 10-11-83. The dismissal of the concerned workmen from service was illegal, arbitrary, unjustified and against the principles of natural justice. The order of dismissal being passed by an unauthorised person is illegal. It has been alleged that the concerned workmen have been subjected to victimisation because of their trade union activities.

4. In rejoinder to the written statement of the sponsoring union, the management has stated that no corrupt practice was adopted by Shri B. N. Singh and other officers and that the allegation against Shri Singh and other officers of the colliery are baseless and imaginary. The management has asserted that the domestic enquiry was held fairly and properly and the concerned workmen were rightly dismissed from service.

5. In rejoinder to the written statement of the management, the union has denied the allegation of the management and asserted that the domestic enquiry was not held in conformance to the principles of natural justice. The union has further asserted that the report of the Enquiry Officer was not based on evidence on record and no speaking order has been passed by the Enquiry Officer. In the circumstances, the union has submitted that the dismissal of the concerned workmen from service is illegal and violative of the provisions of the Standing Orders.

6. At the instance of the management the question as to whether the domestic enquiry was held fairly and properly or not was considered as preliminary issue. It was held by order of this Tribunal dated 20-3-89 that the domestic enquiry was not held fairly and properly. Thereupon the management was called upon to lead evidence on merit. In the course of final hearing the management has examined three witnesses, namely, MW-2, B. N. Singh, Asstt. Manager of Damoda Colliery, MW-3 Dekhal Mahato, a workman of Damoda Colliery, MW-4 K. P. Singh, posted as Manager of Damoda Colliery during the relevant period and MW-5 Narayan Singh, Underground Munshi/Attendance Clerk of the said colliery and relied on the documents marked Exts. M-1 to M-8 produced and exhibited during the preliminary enquiry.

On the other hand, the sponsoring union has examined the concerned workmen, namely, MW-1 Gopal Chamar and MW-2 Uma Chamar and relied on the documentary evidence marked Exts. W-1 to W-4 produced during the preliminary enquiry.

7. Admittedly, the concerned workmen, namely, Gopal Chamar and Uma Chamar were employed as Quarry Loader and Miner/Loader respectively at Damoda Colliery. The sponsoring union has claimed that Gopal Chamar and Uma Chamar were the Secretary and Asstt. Secretary respectively of the local Branch of the sponsoring union. Gopal Chamar and Uma Chamar have assumed that in 1982 they were local Branch Secretary and Asstt. Branch Secretary respectively of the sponsoring union in Damoda Colliery. Of course, the sponsoring union could not produce any documentary evidence in support of this fact, even so MW-3 Dekhal Mahato has admitted that Uma Chamar and Gopal Chamar are the local leaders of the union led by Shri A. K. Roy. The reply of Gopal Chamar dated 28-7-82 to the chargesheet, it appears, was forwarded to Shri A. K. Roy, M. P. Dhanbad (Ext. M-3). It is common knowledge that Shri A. K. Roy was the President of the sponsoring union. Thus, the fact cannot be ignored that both Gopal Chamar and Uma Chamar were local leaders of the sponsoring union in Damoda Colliery.

8. Admittedly, both these concerned workmen were visited with chargesheet dated 24-7-82 issued by the Agent/Manager of Damoda Colliery. The chargesheet (Ext. M-1) reveals one poignant fact that the Agent/Manager had it on information that they committed acts of misconduct on 24-7-82 at about 9.25 a.m. which will be dealt with later in details. MW-3 Narayan Singh has stated in his testimony before this Tribunal that after the occurrence they, he and Shri B. N. Singh met Shri K. P. Singh, Manager of Damoda Colliery and reported the matter to him in writing and not verbally. MW-4 K. P. Singh has also stated in his testimony that both Shri B. N. Singh and Narayan Singh reported the matter to him verbally and thereupon he asked them to put their complaint in writing before him. Shri K. P. Singh has further stated that he remembers that they submitted complaint in writing and admitted in cross-examination that the chargesheet was issued to the concerned workmen on the basis of the complaint submitted by the Singhs and he personally saw the written complaint of Sri Narayan Singh and read it too. Thus, it is obvious that both the Singhs submitted a written complaint with regard to the incident involving the concerned persons before the Agent/Manager of the colliery. But this written complaint has not been produced before this Tribunal nor was it produced during the course of domestic enquiry. No explanation has been provided by the management for non-production of the written complaint which is the bed-rock of the chargesheet. Non-production of this all-important document is the first hiatus of the case of the management.

9. Then again, Shri K. P. Singh, Manager of Damoda Colliery has admitted in cross-examination that he did not make any preliminary enquiry about the occurrence in the content of the complaint of Narayan Singh.

Shri D. Mukherjee, authorised representative of the sponsoring union, has submitted before me that the management was inimically disposed towards the members of Bihar Colliery Kamgar Union and blindly issued chargesheet against the concerned workmen, as they were local leaders of the union. There is no hard evidence to hold that the management had animus against the members of the sponsoring union, but the fact remains that either the preliminary enquiry on the basis of the complaint of the Singhs was never held or even if held, the report of such enquiry has not been made available either in the domestic enquiry or before this Tribunal.

10. The chargesheet (Ext. M-1) bears out that both the concerned workmen were arraigned on charge for having abused and assaulted Narayan Singh and also for having abusing and threatening B. N. Singh and obliquely for assaulting him. The chargesheet spins off the fact that both the concerned workmen called Narain Singh,

Munshi, working as Attendance Clerk at Albion Section and when Shri Singh reached the spot, both of them, all at once, started abusing him and beating him with lathi severely as a result of which Shri Singh sustained injury and one of finger was damaged and his leg was also injured. The chargesheet, however, narrates the fact that at that time Shri B. N. Singh, Asstt. Colliery Manager reached there when both the concerned workmen caught his collar and abused him and as a result his shirt was torn and both of them threatened him by saying 'WALA KANGAR BANNE HO, HUMKO KOI KAK IENA DENGE'. In the context of this fact both of them were arraigned on charge of misconduct under clause 18(i)(r) of the Certified Standing Order for threatening, abusing and assaulting any superior or co-workers.

11. I have already pointed out that the information provided by the Singhs in writing which forms the bed-rock of the chargesheet has not been produced either in the domestic enquiry or before this Tribunal and no explanation has been provided for non-production of this document. Then again, it appears from the evidence of both Shri Narayan Singh and B. N. Singh that they went to Police Station and lodged an F.I.R. This F.I.R. also has not been produced either in the domestic enquiry or before this Tribunal and no explanation has been provided for non-production of this document. Then again, it appears from the evidence of Shri Narayan Singh and B. N. Singh that after lodging F.I.R. both of them returned to office and from there Narayan Singh went to Baghmara Civil Hospital for treatment. It appears from the evidence that the Colliery has got a dispensary of its own. It has remained inexplicable as to why Narayan Singh took pain to visit Baghmara Civil Hospital for treatment of his injury when the Colliery had a dispensary of its own. Anyway, the fact is that the injury report of Sri Narayan Singh has not been produced either in the domestic enquiry or before this Tribunal and no explanation has been provided for non-production of this document.

Shri B. N. Singh has claimed that in the course of scuffle his shirt was torn, but that shirt was not produced either in the domestic enquiry or before this Tribunal. MW-4 K. P. Singh has claimed to have seen with his own eyes the bleeding injury of Narayan Singh and torn shirt of B. N. Singh in the course of deposition before this Tribunal. But he did not make any such claim before the Enquiry Officer in domestic enquiry. Had he really seen the bleeding injury of Narayan Singh and torn shirt of B. N. Singh, he would have vouched for these facts before the Enquiry Officer in domestic enquiry when the same were green in his memory. Since he did not do so, his claim before this Tribunal to have seen the bleeding injury of Narayan Singh and torn shirt of B. N. Singh is considered to be an exercise in an embellishment and ramification of facts.

12. The chargesheet spells out that both the concerned workmen assaulted Narayan Singh severely with lathi. Thus, according to the chargesheet 'lathi' is the weapon of offence allegedly used by them. In his evidence before this Tribunal Narayan Singh has testified that both of them were armed with sticks. But B. N. Singh has made a ramification by stating that Uma Chamar was armed with stick while Gopal Chamar with a 'Tangi'. In domestic enquiry B. N. Singh has stated that Gopal Chamar was armed with a 'Gupti'. Here again, the evidence of B. N. Singh with regard to the weapon of offence with which Gopal Chamar was armed finds no support from the chargesheet.

13. Then again, the chargesheet reveals that Narayan Singh, Munshi, working as Attendance Clerk at Albion Section was called by the concerned workmen. The chargesheet does not indicate that B. N. Singh Asstt. Colliery Manager in charge of Albion Section was called by the concerned workmen. Narayan Singh in his testimony before this Tribunal has stated that he was called by the concerned workmen and when he reached Tippler Shed of Albion Section B. N. Singh also simultaneously reached there. Thus, his evidence does not reveal that B. N. Singh was called that when he was almost on the point of reaching the incline one workman told him that the concerned workmen were calling him. He has not mentioned in his testimony. The name of the workmen who gave him information that the concerned workmen were call-

ing him. His statement that he was called by the concerned workmen finds no support either from the charge-sheet or from the evidence of Narayan Singh. Hence, his statement that he was called by the concerned workman is nothing but a ramification of fact. As a matter of fact, upon consideration of entire evidence, it is observed that B. N. Singh has got a proclivity to ramify facts to suit his own convenience.

14. The management examined four witnesses, namely, S/Shri K. P. Singh, Narayan Singh, B. N. Singh and Deklal Mahato in domestic enquiry. The same set of witnesses have been examined by the management before this Tribunal.

K. P. Singh was at the relevant time the Manager of Damoda Colliery. He performed two functions in the domestic enquiry—as presenting officer for the management and also as witness for the management. He is no eye witness to the occurrence and hence he did not have any occasion to see the concerned workmen in flagrante delicto. I have pointed out above that by claiming to have seen bleeding injury on the person of Narayan Singh and torn shirt of B. N. Singh has stated before this Tribunal he over reached himself in magnifying and ramifying facts. MW-5 Narayan Singh has stated before this Tribunal that he was called by Uma Chammar on 24-7-82 at about 9 a.m. and when he reached Tippler Shed of Albion Mine, B. N. Singh also simultaneously reached there. He has further stated that he saw some 10-15 workmen present there and on his enquiry as to what the matter was about Uma Chammar told him "TUM CHAMCHA BONA HAI" (you have become a flunkie) and lifted a stick in order to assault him and that he received the stick in his left hand and in the process sustained bleeding injury on the little finger on his left palm. Thus, his evidence does not reveal that he received injury on his leg nor does it indicate that he received bleeding injury on his left palm as a result of assault. His evidence indicate that he received injury in the process of wounding off blows of apprehended assault. It has been contended by the management that the word "Chamcha" is a word of 'abuse' and so Uma Chammar should be held to be guilty of using abusive word. But the import of abusive aspect of a particular word cannot be generalised so as to hold good to all persons in every station of life. To a sophisticated person the word may be considered as abusive word, but it may not be so to a common man on the street. As a matter of fact, MW-3 Deklal Mahato has stated in his evidence that he heard hue and cry in the course of which abusive words as is generally used by workmen were used and it is a common occurrence. This being so, the word "Chamcha" allegedly used by Uma Chammar to Narayan Singh is not considered to be a abusive word and Narayan Singh also has stated so in his evidence.

15. The evidence of Narayan Singh completely blocks out story of B. N. Singh having been abused, threatened and assaulted by the concerned workmen. Narayan Singh has not stated in his evidence that B. N. Singh was abused, threatened and assaulted by the concerned workmen. His testimony indicates that B. N. Singh simply asked Uma Chammar as to why he was assaulting Hazri Babu. B. N. Singh has stated in his testimony that on 24-7-82 when he was almost on the point of reaching the incline one workman told him that the concerned workman were calling him and that he met them at the Trammers' Shed where some 10-15 workmen were also present. His further testimony is that Gopal Chammar all at once told him as to why he could turn out to be a Rangdar "KYA B. N. SINGH TUM RANGDAR BANTA HAI" and he also threatened him saying "SALE KO AJJ KAT KARKE PHEK DENG" and that he had a Tangi with him. His further evidence was that Uma Chammar was present nearby and was abusing Narayan Singh, Munshi/Attendance Clerk and gave four or five blows to Narayan Singh with a stick as a result of which the latter sustained bleeding injury on the little finger of his left palm and that the blow fell down on the leg of Narayan Singh. His evidence is also that he asked Uma Chammar as to why he was assaulting Narayan Singh and that at this Uma Chammar spared Narayan Singh and told him "AVI SALE KO PITANGE" and thereafter he caught hold of his shirt sleeve and pushed him and in this process his shirt was torn and that Gopal Chammar also joined the fray and told "AVI SALE KO PITANGE". Thereafter he skittered inside the Attendance Room avoiding the obstruction

tion of some workmen and on reaching the Attendance Room he asked Deklal to bring a dumper and he went to the office along with Narayan Singh riding on the dumper. I have already stated that the evidence of Narayan Singh has completely blocked out the story of B. N. Singh having been abused, threatened and assaulted by the concerned workmen. I have already pointed out that B. N. Singh has given different version with regard to the weapon of offence on different occasions. Narayan Singh has not stated that he was given blow by Uma Chammar and that the blow also fell down on his left leg. But B. N. Singh is not a man who can be discouraged. Even though, the victim Narayan Singh has not stated that he received 4-5 blows on his left palm and one blow landed on his left leg, B. N. Singh has volunteered to say so. This unmistakably shows his over zealousness and attempt to rope in the concerned workmen for disciplinary action for alleged misconduct. According to his evidence some 10-15 workmen were present at the time of alleged occurrence but none of them adduced evidence in domestic proceeding. He has offered an explanation to this state of affairs by stating that these workmen could not brace themselves up to depose in the domestic enquiry for fear of the concerned workman as they are dangerous persons and that none of the person came to disengage the assailants of Narayan Singh from him for fear of them. He has admitted that he was not kicked or blowed down by the concerned workmen. His evidence that the concerned workmen are dangerous persons has got no material basis to sustain, for he has admitted that for the last 7-8 years both he and Narayan Singh have remained posted in the same Colliery and during this period the concerned workmen have assaulted any of them nor have they given any cause for grievance. Hence, his claim that the concerned workmen are dangerous people is a figment of imagination and indicative of his animus against them. His statement that none of the workmen, present brave to come forward to intercence is also untrue, for Narayan Singh claimed in the domestic enquiry that Paran Mahato and Mahabir Mahato tried to save him. These Mahathos have not been examined by the management.

It is the allegation of the sponsoring union that B. N. Singh had got trucks and carries on business. The management has totally disputed this fact in its written statement. B. N. Singh has also done so in his evidence. But MW-3 Deklal Mahato has stated that he knows it for a fact that B. N. Singh has got a truck partnered with another person.

Considering the entire evidence of B. N. Singh and the facts and circumstances mentioned above I have no hesitation to hold that truth is not the forte of B. N. Singh and his entire testimony with regard to his having been abused, threatened and assaulted by the concerned workman is not worthy of credence. MW-3 Deklal Mahato has not stated anything impinging on the concerned workmen.

Both the concerned workmen have stated that they have been implemented in a false case by the management.

16. In view of the evidence on record and the facts and circumstances of the case, I came to the inescapable conclusion that the charge of misconduct as alleged against the concerned workmen has not been proved. That being so, the order of dismissal of the concerned workmen from service must be set aside and they should be reinstated in service with full back wages from the date of their dismissal.

17. Accordingly, the following award is rendered—the action of the management of Damoda Colliery of M/s. Bharat Coking Coal Limited in dismissing S/Shri Gopal Chammar and Uma Chammar from service is not justified. The order of their dismissal from service is hereby set aside and the management is directed to reinstate them in service with effect from the date of their dismissal from service with full back wages within two months from the date of publication of this award and with information to the concerned workmen. In default of payment within the time stipulated the amount of back wages will carry interest at the rate of 12% per annum.

In the circumstances of the case, I award no cost.

नई दिल्ली, 5 अक्टूबर, 1990

का आ 2744:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सैसस भारत कोकिंग कोल लि. की कसूरगढ़ कोलयरी के प्रबन्धन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं.-1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-90 को प्राप्त हुआ था।

New Delhi, the 5th October, 1990

S.O. 2744.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kessurgarh Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 1-10-90.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 63 of 1990.

## PARTIES :

Employers in relation to the management of Kessurgarh Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen

## PRESENT :

Shri S. K. Mitra,  
Presiding Officer

## APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—Shri S. Bose, Secretary, Rashtriya Colliery Mazdoor Sangh

STATE : Bihar

INDUSTRY : Coal

Dated, the 20th September, 1990

## AWARD

The present reference arises out of Order No. L-20012/218/89-I.R.(Coal-I), dated the 6th April, 1990 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the management of M/s. B.C.C. Ltd. in relation to Kessurgarh Colliery in Block-II areas is justified in not regularising the workmen Shri Ram Byas Singh as Hard Coke Bhatta Supervisor in Clerical Special Grade w.e.f. 1-5-78 ? If not to what relief the workman is entitled to ?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer  
[No. L-20012/218/89-I.R.(Coal-I)]

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, AT DHANBAD

Reference No. 63/90.

Employers in relation to the management of Kessurgarh Colliery

AND

Their Workmen

## PETITION OF COMPROMISE

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That the Central Government by Notification No. L-20012(218)/89-IR(Coal-I) dated 6-4-90 has been pleased to refer the present case to the Hon'ble Tribunal for adjudication on the issue continued in the Schedule of reference which is reproduced below :—

## SCHEDULE

“Whether the management of M/s. B.C.C. Ltd. relation to Kessurgarh Colliery in Block-II Area is justified in not regularising the workmen Shri Ram Byas Singh as Hard Coke Bhatta Supervisor in Clerical Special Gr. I w.e.f. 1-5-78 ? “If not to what relief the workman is entitled to ?”

2. That the above dispute has been amicably settled between the parties on the following terms :—

## TERMS OF SETTLEMENT

(a) That the concerned workman Shri Ram Byas Singh, the Hard Coke Oven Supervisor designate Bhatta Supervisor will be fixed in technical and Supervisory Grade “B” under NCWA-IV with effect from 1-7-90. He will not claim for his regularisation in Clerical Special Grade with effect from 1-5-78 or from any other date.

(b) That the concerned workman will carry on the duties of Loading Supervisor whenever the same will be offered as alternate jobs during the period of suspension of manufacture of Hard Cokes from the Hard Coke Ovens or as and when directed by the management.

3. That in view of the above settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Workmen :

1. (K. B. Singh)  
Area President,  
ROMS, Kessurgarh Colliery
2. (Surendra Yadav),  
Branch Secretary,  
ROMS, Block-II Area Committee.

For the Employers :

1. (N. C. Nirula),  
Chief General Manager,  
Block-II Area.
2. (N. K. Sharma),  
Personnel Manager,  
Block-II Area.

Witnesses :

1.

का आ 2745:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैसस भारत कोकिंग कोल लि. की स्वांग वाशरी के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबन्ध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं.-1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-90 को प्राप्त हुआ था।

S.O. 2745.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Swang Washery of M/s. Central Coal-

Eastern Coalfields, Ipong Colliery, P.O. Maighaitia which was received by the Central Government on 21-9-90.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT CALCUTTA

Misc. Application No. 4 of 1989 U/s. 33A of the I.D. Act  
PARTIES:

Shri Akloo Bhagat, Road. No. 1291, Tipong Colliery,  
Tipong, Assam ...Applicant.

Vs.

Management of Coal India Ltd., North Eastern Coal-  
fields, Tipong Colliery, P.O. Margharita-786181,  
Assam. ...Opp. Party

PRESENT :  
Mr. Justice Sukumar Chakravarty, Presiding Officer.  
APPEARANCES :

On behalf of Applicant—None.  
On behalf of Opp. Party—None.

STATE : Assam, INDUSTRY : Coal

## AWARD

Shri S. K. Mitra, Presiding Officer.

This is an application under section 33A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) filed by one Akloo Bhagat.

2. The petition of the applicant filed on 18-5-1990 stating therein that he does not want to proceed with the present application under section 33A of the Act, is put up today for order.

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—None

STATE : Bihar INDUSTRY : Coal  
Dated, the 20th September, 1990

## AWARD

By Order No. L-20012/117/89-I.R. (Coal-I), dated the 8th December, 1989, the Government of India in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Swang Washery of M/s. C.C. Ltd., P.O. Swang, Dist. Giridih by not making payment of back wages for the period from 22-3-82 to 13-4-86 to Shri John Obed Murmu, Mechanical/Fitter Cat. V is justified? If not, to what relief the workman concerned is entitled?”

2. The reference of the appropriate Government regarding the present industrial dispute was received in the office of the Tribunal on 15-12-89. Since the concerned workman John Obed Murmu nor the sponsoring union appeared before this Tribunal to pursue the dispute, notices were issued directing both of them to appear and to take steps. But none of them has appeared. In the circumstances, I have reason to believe that neither the concerned workman nor the sponsoring union is interested in pursuing this industrial dispute. Accordingly, I am constrained to pass a 'no dispute' award in this case.

This is my award.

S. K. MITRA, Pres'ding Officer

[No. 1-20012117189-IR (Cont.)]

K. J. DYVA PRASAD, Desk Officer

तारी दिनांक. 25 सितम्बर, 1993

का.आ. ३७४६—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की धारा १७ के समुपकरण में केन्द्रीय सरकार द्वारा अधिनियम की धारा ३३६ में अन्तर्भाव किये गये विधियाँ हैं। मार्च ईस्टर्न कोयलाखन लिमिटेड कॉलेजी, माधुघाटी (आसाम) के प्रबन्धन के विवाद और सरकार अथवा विमोह कॉलेजी, दिवोंग द्वारा जारी एक पत्रिका पत्र के संबंध में केन्द्रीय सरकार औद्योगिक अधिकांश, कलकत्ता के फैसले में शामिल करती है, जो कि केन्द्रीय सरकार को ३१-७-७७ को प्रेषित किया था।

New Delhi, the 25th September, 1920

S.O. 2746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Industrial Tribunal, Calcutta in respect of a complaint u/s 33A of the said Act filed by Shri Akhno Bhagat Tinong Colliery, Tinong against the management of Coal India Limited, North

SUKUMAR CHAKRAVARTY, Presiding Officer  
[No. L-22013(4)/90-I.R. (C-1-D)]

तुहें दिल्ली 20 सितम्बर 1990

का आ 2747--राष्ट्रीय विज्ञान अखिषिप. 1947 (1917 का 14) की द्वारा 17 के अन्वेषण मे, केन्द्रीय सरकार भारतीय खण्ड निगम एक एम. पी. के प्रबलान्त के संजड नियोजकों और उनके कम-कारों के बीच, अन्वेषण मे निविष्ट औद्योगिक विज्ञान मे केन्द्रीय सरकार अर्थोपिषि अधिकरण, अन्वेषण के पंचपाठ को प्रकणिषि कार्वायों को केन्द्रीय सरकार का 21-9-91 को द्वारा वसा 2001

New Delhi, the 20th September, 1990

S.O. 2747.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the management of F.S.D. Food Corporation of India and their workmen, which was received by the Central Government on 24-9-60.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha  
Presiding Officer.

Ref. No. 69 of 1988

In the matter of an industrial dispute under Section 10(1)(d) of the L.D. Act, 1947

PARTIES :

Employees in relation to the management of  
F.S.D.F.S.I. Chetradharan and their workmen.

## APPEARANCES :

On behalf of the workmen.—Shri S. Bose, Advocate  
On behalf of the employers.—Shri J. P. Singh, Advocate.

STATES : Bihar.

INDUSTRY : Food.

Dated, Dhanbad, the 14th September, 1990

## AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-42011/2/86-D.V/D II(B) dated the 1st August, 1988.

## SCHEDULE

"Whether there is employer-employee relationship between the 69 workmen performing food handling job and the management of FCI, FSD, Chakradharpur ? If yes, whether the action of the management of FCI, FSD, in introducing an ad-hoc contractor for performing food handling work w.e.f. 5-9-85, as alleged by the union in dispute, amounting to change in condition of service of the said workman, is justified ? If not, to what relief the concerned workman are entitled to ?"

The case of the workmen is that the Food Corporation of India (hereinafter referred to as FCI for brevity) was framed by an Act of Parliament having its object, amongst others, procurement of Food, Storage thereof in its different depots and distribution of the same through different agency throughout the country. The FCI had its head office in Delhi and has four Zonal offices at Calcutta, Bombay, New Delhi and Madras each under a Zonal Manager. Under the Zonal Managers there are District Officers in each district and several depots where food grains are stored for the objects of the FCI stated earlier. The depots are smallest unit under the FCI. Besides the office staff, there are thousands of handling mazdoors employed by FCI in each depot. The handling Mazdoors generally work in a gang of 14 composed of one Sirdar, one Mandal and 12 Mazdoors. There are other workers known as ancillary workers associated with the process of work of each gang.

At present the Food handling work in the FCI throughout the country is being done under (1) departmental system (2) direct payment system/workers management committee system and (3) contract labour system. In some of the depots food handling work is being done by departmentalised workers who are time rated being paid their monthly wages in a prescribed scale along with other fringe benefits. Each of their gang work in gang of 12 handling labour Mandal and Sirdar in attending food handling work. Prior to 1973 FCI removed contractors and introduced direct payment system for food handling work. Under the direct payment system workers management committee were formed consisting of 2 or 3 representatives, of workers who were elected by the workers of the depot concerned and authorised by the union. The management committee so framed do the food handling work as provided to them daily in regular manner by FCI management on the agreed "ASOR" rate which used to be paid to the contractors prior to introduction of workers management committee system in a particular depot. According to agreement dated 23-5-73 between the FCI management and the union under the direct payment system the wage payable to workers for the work done during month are paid to the workers through the elected representatives of the workers of managing committee and duly authorised by the union under direct supervision and control of the FCI depot office. In all such depots working under workers management committee system and duly authorised by the union is done under the direct advice, control and supervision of the FCI depot officials. Under such direct payment system the workmen work in gangs consisting of mate/sirdar etc. and each gang consists of handling labour one Mandal and one mate/sirdar. As in-

change of each gang the incharge of the gang is responsible for the execution of the work allotted to each gang by the depot official of the FCI. The incharge of the gang is popularly known as mate or Sirdar. The workers management committee system was initially introduced in 1969 and this system was introduced as a short term arrangement which was to be followed by departmentalisation.

In contract labour system tenders are invited from persons by the FCI management through publication in daily newspapers for food handling and transport in a particular depot. In response to the said tender notice the persons submit their quotation on the prescribed tender terms with prescribed earnest money etc. The tender received are opened on a particular date in presence of all the interested persons and the contract is awarded to the persons whose quotations are found to be minimum rate for the period of one or 2 years. The contractors so appointed have to pay 2 percent income tax on his total bill on awarding contractor. The contractors concerned execute the food handling and transport work in particular depot by the same group of workers who had been working in that depot from year to year. The workers in the system are paid from wages on the agreed term between the contract and the workmen concerned. Even in contract labour system the workers of the depot are working as per direct supervision and control of the official of FCI depots and the contractor has its role only at the time of payment of wages to those workers and they have no others role to play as contractor. Initially at Chakradharpur Food Storage depot (hereinafter referred to as F.S.D. for brevity) workers were engaged by FCI through contractor appointed by them from time to time for handling of Foodgrains but none of the contractors had obtained any licence as required under Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970. The FCI management also did not obtain necessary registration certificate under the said Act for employment of contract labour which they were legally obliged to obtain from 1975 since when they were employing contract labour and workers in the said depot. Under the contract labour Act if the employer of an establishment fails to obtain registration certificate and the contractor of the establishment fails to take licence, the workers employed in the FSD are treated as Direct workers of the establishment itself. One of such contractor Shri Devendra Pd. Verma working without valid licence left the work suddenly in Chakradharpur Food depot in June, 1985 as the workers were demanding wages and other benefits at par with the other departmentalised workers of FCI. As a result the food handling in Chakradharpur FSD was suspended. The District Manager, FCI Ranchi, under which Chakradharpur lies, decided to do away with the contract labour system and got the food handling work done through direct payment system/workers management committee system as was being done in many other FSDs of FCI. The District Manager, FCI Ranchi advised the concerned workman of FSD Chakradharpur to form such workers management committee system and informed him in writing that they are agreeable to work at the rate of payment of wages which was being paid to the out going contractor. The District Manager also advised the concerned workmen of FSD Chakradharpur to start the work at once pending submission of such application by them and revision of the rate of their wages. The concerned workman of Chakradharpur FSD started work in the depot from 18-6-85 according to the instruction of the District Manager, FCI, Ranchi and they also intimated the District Manager, FCI Ranchi vide their petition dated 30-7-85 that the workers management committee system have been formed and their co workers, namely, S/Shri Yogendra Choudhury, Jamuna Das, and Suraj Paswan were unanimously elected to draw the bills of the work and distribute the same amongst the workers in presence of FCI officials. The union also intimated to the District Manager, FCI, Ranchi vide their letter dated 5-8-85 authorising the above named 3 representatives for drawing and disbursement of wages to the concerned workmen. The District Manager, FCI, Ranchi confirmed the introduction of workers management committee system working in Chakradharpur FSD and necessary instructions were issued by the District Manager to the depot Incharge, FSD Chakradharpur vide letter dated 21st August, 1985. The

concerned workmen this started working in FSD Chakradharpur from 18th June, 1985 under the workers management committee system and worked upto 31st August, 1985 under the direct control and supervision of the depot official of Chakradharpur without any interruption and received wages from FCI as their direct workers. The agreement between the management and the union dated 24th May, 1984 in respect of such direct payment system establishes that the FCI is the employer in respect of the workers under workers management committee system/direct payment system.

The District Manager, Ranchi suddenly declined to employ the concerned workmen for work of Food handling under workers management committee system and attempted to bring about a change in the said system of working by inducting the contract labour system through contractor and pressurised the concerned workmen to work under the contractor with effect from 5th September, 1985. The said attempt to change the status of the concerned workmen of the corporation to the labour employed by the contractors was objected by the workers and union brought this fact of illegal change of service condition of the concerned workmen under Section 9(A) of the I.D. Act to the knowledge of the Senior Regional Manager, FCI, Patna with a copy of the letter dated 7th October, 1985 to the Asst. Labour Commissioner (C) Chaibasa. The ALC (C) Chaibasa started conciliation proceeding on the said letter in presence of both the parties. The union on the advice of the ALC (C) Chaibasa furnished the names of the 69 concerned workmen vide letter dated 10th December, 1985. On failure of the conciliation, the ALC (C) Chaibasa sent a failure report to the Government of India, Ministry of Labour and therefore the present reference was made to this Tribunal for adjudication.

The FCI workers union which had sponsored the industrial dispute in respect of the concerned workmen is a registered union having its office at Calcutta. The said union has branch offices in different states and carries a large number of membership amongst FCI workers in different states. The said union is associated with the day to day working of the workers of the corporation establishment and are acquainted with the full facts of the case from the very beginning.

It is submitted that the management acted illegally by changing the conditions of service of the concerned workmen without complying with the statutory obligations as an employer. In the present case when the contractor stopped the work of Food handling at Chakradharpur FSD in June, 1985 the District Manager, Ranchi under an understanding with the workers started the food handling work by formation of a workers management committee system as is the practice prevailing in the various depots of FCI and as such the concerned workmen had become departmental employees from June, 1985 which status continues to exist thereafter. The intermediary system of employing the concerned workmen by the so called contractor disappeared direct relationship came into existence and the concerned workmen became the workman of FCI having a direct employer-employee relationship with the management. The action of the District Manager, FCI, Ranchi in discontinuing to employ the concerned workman under workers management committee system and to reinduct them under the contract labour system with effect from 5th June, 1985 amounts to change of their service condition and by cancelling the workers management committee system and introducing the contractor, both the wages and the mode of payment have altered the service conditions to disadvantage of the concerned workmen. In view of the above facts it is prayed to hold that the action of the FCI in changing the service condition of the concerned workmen with effect from 5th June, 1985 is not justified and an Award be passed in favour of the workmen directing the FCI management to treat all the concerned 69 workmen as direct workers of FCI and the management be directed to pay them wages and other financial benefits like other departmental workers of the corporation.

The case of the management is that the reference is not maintainable in as much as the workmen mentioned in the schedule to the order of reference had never been appointed by the management of FCI at any time and as such there was no employer employee relationship between the management and the concerned workmen. It appears as per the terms of reference that the dispute hinges on the question whether there has been any change in the condition of service as envisaged under Section 9(A) of the I.D. Act, 1947. Since

there is no employer-employee relationship between the management of FCI and the concerned workman, the question of change in the service condition of the concerned workman does not arise.

The FCI have depots as the smallest unit where the food grains are stored. In these depots handling of food grains are done either by the departmental workman, direct payment system workers or through the contractors labourers. The Chakradharpur Food Storage Depot (hereinafter referred to as FSD for brevity) is located in a hired godown where the handling of food grains are done through the contractors labourers. The contractors carried out the handling of the food grains and its transport independently employing their own labourers according to the prevailing rate and system. The contractors are free to engage or disengage a particular number of labourers on each day as per requirement of the work to be executed and the FCI management has no power to control such engagement or disengagement of the labourers by the contractors. The work being done under the contractor is not executed under the supervision and control of FCI officials. The District Manager, FCI Chakradharpur lies, has been registered as principal employer before the Labour department, Govt. of India under the contract labour (Regulation and Abolition) Act, 1970. The handling and transport contractor of FSD Chakradharpur also obtained licence from the competent authority, Shri D. K. Varma was appointed as handling and transport contractor on 2-11-84 but he left the work with effect from 25-6-85. Subsequently a short tender notice was floated on 27-6-85 for handling and transportation work of FCI's consignment from Chakradharpur Railway to FSD Chakradharpur. Shri Vijay Prasad was appointed as an ad-hoc contractor for Chakradharpur FSD on 4-9-85 and the said contractor joined on 5-9-85 to start his contract work.

In between the time from 25-6-85 to 4-9-85 when the appointment of handling and transport contractor was under active consideration of the FCI management, the work of FCI was done through contractor of State Food and Civil Supplies Corporation, Chaibasa. The said Food Civil Supplies Corporation Chaibasa continued to work for sometime but after sometime refused to do the job.

Finding no other alternative under mounting pressure by the Dy. Commissioner, Chaibasa and S.D.O. Chakradharpur for maintaining supply lines through public distribution system the depot Incharge Chakradharpur FSD was instructed to get the work done through one person through whom the labourers were engaged and payment to made through the said person @0.54p. per bag weighing more than 55 Kg for unloading from wagons and loading into trucks and stacking in the godowns as a special case pending the appointment of the handling-cum-transporting contractor. This was a stop gap arrangement which was purely temporary in nature in order to maintain supply line through public distribution system and to avoid any loss and suffering to the FCI on account of warfate and demurrage charges. The labourers working under the said person were not the FCI workers as they were never directly engaged by the FCI authorities. The depot Incharge, Chakradharpur, FSD engaged labourers through one man who for all practical purposes was treated as labour contractor for temporary period and the payment was accordingly made to the said person only. On the above facts it has been prayed on behalf of the management that an Award be passed in their favour rejecting the claim of the workmen.

The points for decision in this case are:

- (1) Whether any employer-employee relationship exists between the management of FCI and the concerned workmen.
- (2) Whether there is any change in the condition of service of the concerned workmen under Section (9A) of the I.D. Act in view of the engagement of the ad hoc contract for performing Food handling work with effect from 5-9-85.
- (3) To what relief, if any, the concerned workmen are entitled?

The management and the workmen each examined two witnesses in support of their case. The documents of the workmen are marked Ext. W-1 to W-5/1 and the documents of the management are marked Ext. M-1 to M-14.

## Point No. 1

The case of the workman is that even though the concerned workman were initially engaged by a contractor for handling of food grains and its transportation at Chakradharpur FSD entrusted to the contractors but subsequently the intermediary contractor Shri D. K. Verma left the work in June, 1985 and thereafter the concerned workman started working in Chakradharpur FSD from 18-6-85 under workers management committee system/direct payment system and worked so upto 31-8-85. The case of the workman further is that direct payment used to be made to the concerned workmen even from the time of contractors as the contractors did not use to pay the wages regularly to them. As such it has been submitted that when the intermediary contractor left the work, the concerned workman became the workman directly employed by the corporation and therefore they were the workers of the Corporation. The case of the corporation on the other hand, is that the work of handling of food grains at Chakradharpur FSD was always entrusted to a contractor as it was not possible to have regular work force for handling the same. According to the FCI it is submitted that even when the contractor left the work, there was no direct payment system to the concerned workmen but basically it was the continuance of old contract system except that the contractor was replaced by Sirdar to whom total payment on piece rate basis was made and the said Sirdar/Mate used to distribute the wages to the individual workman at the rate of payment which was invogue at the time of the contractor. It was, therefore, submitted by the FCI that the concerned workmen were never the direct workmen of the FCI.

On the submissions, of the parties the most important question to be decided is whether the management had ever introduced direct payment system to the concerned workmen. It is the admitted case of the workmen that prior to 18-6-85 the concerned workmen were working under the contractor and there is no dispute about the said fact. The dispute is about the system which prevailed after the contractor Shri Verma left the contract work in the midst of his period of contract. MW-1 Shri S. C. Roy was posted as Asstt. Godown Keeper in 1979 in Chakradharpur, FSD of FCI. He has stated that directions are given by the District Manager, Ranchi for the working of Chakradharpur FSD. He has stated that Shri D. K. Verma was the last contractor in Chakradharpur depot who had left the work prior to the period of the completion of his contract. He has stated that when Shri D. K. Verma left the work the District Manager Ranchi got the work done in the name of one person and the payment also was to be made in the name of the said person at Chakradharpur FSD. He further stated that Yogendra Choudhury was the Sirdar and he was to be paid the wages of the work done by all the workers under him. He has referred to the letter of District Manager, Ext. M18 dated 4-8-85 a copy of which was given to Yogendra Choudhury Sirdar who made endorsement on the said letter on 22-8-85 and thereafter Yogendra Choudhury Sirdar started working on the basis of the rate of payment as shown in the letter dated 21-8-85. This witness was made depot incharge in May, 1984 and continued till May, 1986 at Chakradharpur FSD. He has stated that during the said period he had never paid the wages individually to the food grains handling labourers and had always paid the wages in the name of Yogendra Choudhury Sirdar. He has stated that Yogendra Choudhury had supplied him a list of workmen Ext. W-2 working under Yogendra Choudhury. The list forming enclosure to Ext. W-2 contains his note at the bottom which is marked Ext. W-5 and W-5/1 containing his signature. He has stated that he had made direct payment to only one person as stated in Ext. W-5 and W-5/1. Now let us turn to the documents referred to by MW-1. Ext. M-8 is a copy of a telegram along with a note to the Senior Regional Manager, FCI Patna by the District Manager, Ranchi informing that since H/T contractor resiled and departmental work not allowed the depot Incharge, FSD Chakradharpur was being instructed to get the work of unloading and transportation of Sugar wagons done on placement through the State Food Corporation Contractor as was previously done in case of last consignment. Ext. M-14 dated 21-8-85 to which MW-1 has referred shows that the District Manager District Office Ranchi had written to the depot Incharge, FCI Chakradharpur, FSD regarding payment of wages to the labourers intimating that payment of

wages be made to one man through whom labourers were engaged at the rate stated therein. There is a note of receipt of a copy of the letter by Yogendra Choudhury Sirdar dated 22-8-85. It appears therefore that Yogendra Choudhury Sirdar was the person through whom labourers were to be paid the wages at the prescribed rate. MW-2 has stated that Shri Verma was the last contractor at Chakradharpur depot who left the contract work in the mid term. He has stated that as crisis arose, there was pressure on the part of the State Govt. to handle the commodity received at Chakradharpur railway station and as such the mate Yogendra Choudhury who was formerly working as mate of the contractor at Chakradharpur agreed to supply labour for handling the food grains of FCI. He has stated that the rate of handling per bag to be paid to the mate was prescribed when Yogendra Choudhury accepted. MW-2 was the District Manager of Ranchi, FCI from October, 1984 to April, 1986 and he had instructed the depot incharge of Chakradharpur to make payment of the handling of the food grains of the mate at the rate fixed. He has accepted that the handling of the food grains continued on the said basis for about 2 months under the mate Yogendra Choudhury. He has stated that he wrote to the Regional office of FCI at Patna for appointment of a new contractor for Chakradharpur depot but the Regional Office did not appoint any contractor for Chakradharpur. He has stated that the payment for the handling work at Chakradharpur was made to the mate according to his instruction and no individual person was paid for handling work at Chakradharpur apart from the mate. He has stated that the direct payment from 18-5-85 to 31-8-85 was made to the mate on perusal of Ext W-5 and W-5/1 which forms part of Ext. W-2 dated 30-7-85 it will appear from the note of the FSD Incharge at Chakradharpur that since 18-6-85 to 31-8-85 direct payment through depot Incharge FCI/FSD Chakradharpur as per order of the District Manager, FCI, Ranchi dated 21-8-85 was made. This note was by MW-1 who was the incharge of Chakradharpur FSD on 30-5-86. In Ext. W-3 which contains the list containing the names of 69 workmen, the said incharge has noted that the 69 workmen of the list are working in FSD Chakradharpur since 1980 as labourers. The said fact has not been falsified in face of the note of Ext. W-5 and W-5/1. The statement of WW-2 that direct payment from 18-6-85 to 31-8-85 was made to the mate is not supported and it appears that payment of wages was made directly to the concerned workmen whose names are stated in the list of the workmen forming part of Ext. W-2. Ext. W-2 dated 30-7-85 further shows that the food handling workers of FCI Chakradharpur FSD unanimously elected their co-workers S/Shri Yogendra Choudhury, Jamuna Das and Suraj Paswan as their representative and the said elected representatives agreed to accept the payment on the rate being made to the contractor appointed at Chakradharpur railway siding. It further shows that the three representatives were authorised to draw the bill of the work from the management and disburse the same amongst the concerned workmen in presence of FCI officials. This letter was received by the office of the District Manager, Ranchi on 5-8-85. It appears from Ext. W-2 therefore that it was as per discussion of the workmen with the District Manager, Ranchi that the names of the three representatives elected by the workmen were furnished to the District Manager, Ranchi.

WW-1 Yogendra Choudhury is the mate/labour Sirdar working at Chakradharpur depot of FCI as Labour Sirdar since 14-11-75. He knows all the concerned workmen and has stated that their job is to unload the food materials from the railway wagons and to stack it in Chakradharpur godown at the rate fixed by FCI for loading, unloading and stacking of food materials of FCI. He has stated that the concerned workmen are paid wages according to the rates fixed by the FCI. He has stated that there is a depot incharge of Chakradharpur depot under whose direction and supervision they were working. He has stated that there is no contractor in Chakradharpur depot known as Yogendra Choudhury and the depot incharge of Chakradharpur depot makes payment of wages to the concerned workmen. He has stated that the concerned workmen are full times workers of FCI and they do not do any other job except the job of FCI. In cross-examination he has stated that he was appointed as mate by Shri S. P. Gupta depot incharge of Chakradharpur FSD. He did not get any letter of appointment. According to him they are paid on monthly piece rate basis according

to the work performed by them. He has stated in details about the day to day work being performed by them, for the Chakradharpur FSD. He has further stated that he was the mate of the concerned workmen and his rate of wages was also the same as that of the handling labourers. According to him all the concerned 69 workmen are working in Chakradharpur depot along with him since 1975. But no appointment letter was given to any of them. He has stated that in 1975 there was one contractor named Ramakant Pandey who worked till 1976 or 1977 but as the contractor did not use to pay the wages to the concerned workmen, the payment of wages used to be made by the depot incharge. He has stated about the job of the contractor and has stated that it was not the job of the contractor to look after the loading and unloading, stacking and transportation of food grains. He has stated that the jobs done by each concerned workmen used to be noted down in the register of FCI and the contractor did not maintain any account of their work. He has stated that Shri D. K. Verma did not make payment to them and they were paid wages directly by the depot incharge. The depot incharge used to prepare the bill in respect of their work and they used to give their LTI or signature on it and on the basis of the said bill they used to get their wages. According to him the said system of payment is continuing since the start of work by them in Chakradharpur depot. He has denied that he was appointed a contractor after Shri Verma left the contract work. The evidence of WW-2 Shri Hari Kant Sharma who is the Asstt. Secretary of the union is of not much importance. It will thus appear from the evidence of WW-1 that the contractor did not use to look after the work of the handling labourers and that the management had made a device to have an intermediary to show that the concerned workmen working at Chakradharpur FSD were not the workmen of FCI and were contractors workmen. The evidence further shows that the economic control of the workmen was with the management of FCI and that they were actually working under the guidance of FCI management. The contractor was only a show piece who was made incharge of payment of wages to the concerned workmen but that too was not being performed by the contractor and that the payment of wages was actually being made to the concerned workmen by the FSD incharge at Chakradharpur.

It will also appear from the evidence in the case that the principal work in Chakradharpur FSD was the unloading of consignment from the railways and to load it on the truck and stacking the same at the FSD depot at Chakradharpur. The handling labourers were also to take the materials out from the godown for being carried by the persons of public distribution system. It will thus appear that the work of the handling labourers was of perennial nature which was to be done continuously at the depot and as such they were actually performing the work of the management of FCI under their direct supervision and guidance.

The evidence in the case, as discussed above, clearly shows that from 18-6-85 to 31-8-85 the concerned workmen worked under the FCI management in Chakradharpur FSD under the workers management committee system/direct payment system. The direct payment system/workers management committee system had an impact on the relation of the FCI and the concerned workmen to whom by the change introducing direct payment system/workers management committee system, the FCI removed the contractor, took work from the concerned workmen and agreed to pay them on piece rated basis according to their outturn. The 'workmen' has been defined under Section 2(s) of the I.D. Act, 1947 to mean "Any person employed in any industry to do.....". The expression implied would indicate that it is used in the sense of relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the employer agreed to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses relationship of command and obedience. The essential condition of a person being workmen within the terms of the definition is that he should be employed to do the work in that industry and that there should be employment of his by the employer and that there should be a relationship between the employer and the workmen as between employer and employee or master and servant. Where a contractor em-

ployees a workman to do the work which he contracted with the FCI management the workmen or the contractor would not without something more become the workmen of FCI. Thus when the contract system was in vogue the concerned workmen employed by the contractors were not the workmen of the FCI and no claim to that effect has been made in this case by the union.

It will appear from the evidence in the case that the concerned workmen were working as handling labourers in Chakradharpur FSD since 1975 and although the contractors were being changed, the same set of the concerned workmen continued to do the work of handling labourers under the different contractors engaged by the management. It would thus be apparent that the contractors were actually not engaging the handling labourers of Chakradharpur FSD but the contractors were simply engaged to fulfil the contract for handling bags of food grains, when the direct payment system was introduced the contractor disappeared from the scene and there was direct relationship of employer and employee between the management and the concerned workmen. The mate or Sirdar was one of the concerned workmen only and had not to arrange for the labourers as handling labourers who were working in Chakradharpur FSD since the time of the contractors continued to work under the mate and the mate was only responsible for payment of wages to each of the concerned workmen according to the quantity of work being shown and maintained in the register prepared by the employers of Chakradharpur FSD. The evidence clearly shows that the mate was not a contractor and he was merely an Agent of the Corporation for distributing the wages earned by each workmen as shown in the register maintained in respect of each workmen at the piece rate.

The contractors who were engaged to do the handling work were not doing the work freely and they had a motive of profit for doing the work of contractor. As the concerned workmen were working under the mate on the same rate of wages as that under the contractors, the workmen's earning at piece rate increased upward because contractors profit also became available to the concerned workmen and thus they benefited in the shape of more wages. The abolition of the contract system and introduction of direct payment system brought about a basic qualitative change in the relationship between FCI and the handling labourers on the disappearance of the contractor and there was a direct relationship of master and servant between the management of FCI and the workmen. There is no evidence to the effect that the mate was getting any extra amount than what the other concerned workmen were getting as wages for doing the work of mate and this will show that the mate cannot be said to be a contractor. In view of the fact that the intermediary contractor disappeared the screen in between the management and the workmen also disappeared and direct relationship came into existence and the concerned workmen became the workmen of FCI.

I hold therefore that relationship of employer and employee existed between the management of FCI and the concerned workmen.

#### Point No. 2

The next question to be decided is whether there is any change in the condition of service of the concerned workmen under Section 9(A) of the I.D. Act in view of the engagement of adhoc contractor for performing food handling work with effect from 5-9-85. I have already held above that since the introduction of direct payment system/workers management committee system, the concerned workmen acquired status of the workmen of the corporation. Therefore it is not open to the FCI to unilaterally discontinue the system without the consent of the workmen and again induct a contractor in order to again introduce a screen which may deny the status to the concerned workmen of being workmen of the corporation which status had already been acquired by them. On discontinuance of the system of direct payment without ordering retrenchment of the service of the concerned workmen by the management of FCI, the concerned workmen obtained a fresh employment under the contractor. No employer can dispense with the service of the concerned workmen without complying with the provi-

sion of Section 25F of the Industrial Dispute Act. By re-introducing the contractor, it will mean that the concerned workmen who were the employees of FCI management became the workmen of another employer, namely the contractor in this case. Such an act of the management constitute discharge, termination of service or retrenchment and a fresh employment by the contractor. The termination of the services by the management of FCI being contrary to the well establish legal position, the effect of employment by the contractor will be illegal. The management did not give any justification for the termination of services of the concerned workmen of FCI by the devise of introducing a contractor so as to bring about cessation of contract of employment between the concerned workmen and FCI and fresh contract of employment between the concerned workmen and the contractor. The action of the management, in essence, was retrenchment of the concerned workmen against the provision of Section 25F of the I.D. Act and as such the action of the management in introducing the contractor so as to displace the contract of service between the FCI and the concerned workmen would be illegal, invalid and void abinitio and such action of the management will be not alter or have any effect on the status of the concerned workmen who had become the workmen of FCI.

Now we may examine the implication of Section 9(A) of the I.D. Act. According to Section 9(A) of the I.D. Act, it is obligatory on the part of the employer who intends to effect any change in the condition of service as applicable to any workmen in respect of any matter specified in 4th Schedule to give notice of the desired change in the condition of service of the workmen. The employer cannot effect any change in condition of service applicable to the workmen without giving notice to the concerned workmen who are likely to be affected by the introduction of the adhoc contractor and for this change a notice is required to be given in the prescribed manner of the nature of the change proposed to be effected. Admittedly, no such notice under Section 9(A) of the I.D. Act was given to the concerned workmen before the introduction of the ad-hoc contractor by the management. Item No. 1 in the 4th Schedule provides "wage including the period and mode of payment". The management of FCI by introducing the adhoc contractor after doing away with the direct payment system, the wages and mode of payment of the concerned workmen has been altered to the disadvantage of the concerned workmen. The notice of change was therefore a legal necessity before introducing the proposed change and the management having not done so the said change would be an illegal change in the condition of service of the concerned workmen. The said illegal change would be completely ineffective I hold therefore that there has been a change in the condition of the service of the concerned workmen under Section 9(A) of the I.D. Act in view of the engagement of the adhoc contractor for performing food handling work with effect from 5-9-85.

#### Point No. 3

In view of the discussion made above I hold that the concerned 69 workmen who had become the workmen of FCI continued to be piece rated workmen employed by FCI and they would be entitled to all the rights, liabilities/obligations and duties as prescribed for the departmental workmen of FCI.

The concerned workmen continued to be employed under the adhoc contractor after 5-9-85 and as such the question of paying back wages does not arise. However, the management is directed to continue the concerned workmen as their own employees with effect from 5-9-85 and as stated above the management is directed to give wages at the piece rate at par with the wages of the departmental workmen of FCI within one month from the date of publication of the Award.

This is my Award.

I. N. SINHA, Presiding Officer,  
[No. L-42011/2/86-D.V/D-II(B)]

का.आ. 2748 :- औद्योगिक विवाद अधिनियम, 1947 (1947 14) की धारा 17 के अनुसरण से केन्द्रीय सरकार वेस्टर्न कोयल्फिल्ड लि., नागपुर, के प्रबन्धन के पक्ष निम्नलिखित और उनके कर्मचारियों के बीच, अनुसूद्ध में निर्दिष्ट औद्योगिक विवाद में कर्तव्य सम्कार औद्योगिक अतिक्रमण, जबलपुर के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-90 को प्राप्त हुआ था।

S.O. 2748.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Western Coalfields Ltd., Nagpur and their workmen, which was received by the Central Government on the 24-9-90.

BEFORE SHRI V. N. SHUKLA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT IN-  
DUSTRIAL TRIBUNAL-CUM-LABOUR

COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(89)/1988.

#### PARTIES :

Employers in relation to the management of Western Coalfields Ltd., Nagpur and their workman S/Shri S. K. Wanjari and Harminder Singh, Security Sub-Inspectors, represented through the Vice President, M. P. K. K. M. P. (HMS) Damua, Distt. Chhindwara (M.P.)

#### APPEARANCES :

For Union—Shri G. N. Shah.

For Management—Shri R. Menon, Advocate.

INDUSTRY : Coal Mining

DISTRICT : Chhindwara (M.P.)

#### AWARD

Dated : September 10th, 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21011/31/87-D.III(B) dated 18-8-1988, for adjudication of the following dispute :—

"Whether the action of the management of Western Coalfields Ltd., Nagpur in denying Tech. Grade C to S/Shri S. K. Wanjari and Harminder Singh, Security Sub-Inspectors is justified? If not, to what relief these workmen are entitled?"

2. Parties filed their respective pleadings. Reference was the issue in this case for determination by this Tribunal. On behalf of the workmen affidavits of workmen concerned were filed. The case was fixed for cross-examination of the workmen and further evidence.

3. On 4-9-1990 parties filed a Memorandum of Settlement dated 9-7-1990 duly signed by Shri E.T.B. Sunderam Personnel Manager (SE) and S/Shri G. N. Shah, General Secretary & Shiv Shankar, Secretary,

HMS Union and also verified the same. The terms of settlement arrived at between the parties are as under :

1. That S/Shri S. K. Wanjari, Harminder Singh & other Security Sub-Inspectors of WCL who had put in three years service in T & S Gr. 'E' prior to 16-10-1985 shall be placed in T & S Gr. 'D' with effect from 16-10-85 (working out their pay notionally from 16-10-85).
2. That, with the extension of above benefit of fixation in T & S Gr. 'D' w.e.f. 16-10-85; notionally, S/Shri S.K. Wanjari, Harminder Singh & other Security Sub-Inspectors of WCL, shall be placed in T & S Gr. 'C' with effect from 16-10-1988. They will be entitled to financial benefits of fixation w.e.f. 16-10-1988.
3. That, with the above settlement, the issue of promotion of Security Sub-Inspectors of WCL stands settled in full & final and that there will be no more demand on this issue.
4. That, the parties agreed to send the implementation report to all concerned authorities within a month from the date of pronouncement of consent award by the Hon'ble Presiding Officer, CGIT, Jabalpur. If it is not submitted, then, it will be presumed that this settlement has been implemented in full.

4. I have gone through the above terms of settlement and am satisfied that they are just, fair and in the interest of the workmen concerned viz. S/Shri S.K. Wanjari & Harminder Singh, Security Sub-Inspectors. I therefore give my award in terms of the settlement and make no order as to costs.

V N. SHUKLA, Presiding Officer

[No. L-21011/31/87-D. III(B)|I.R. (Coal-II)]

नई दिल्ली, 8 अक्टूबर, 1990

का. प्रा. 2749.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मनोहर बहाल कोलरी आफ मै. डी. सी. एल. लि., कन्यापुर (बर्दवान) के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पक्षपट को प्रकाशित करती है जो केन्द्रीय सरकार को 26-9-90 को प्राप्त हुआ था।

New Delhi, the 8th October, 1990

S.O. 2749.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Monoharbahal Colliery of M/s. E.C. Ltd., and their workmen, which was received by the Central Government on 26-9-90.

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL : ASANSOL  
REFERENCE NO. 1/88

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the Management of  
Monoharbahal Colliery of M/s. E.C. Ltd.,  
P.O. Kanyapur (Burdwan)

AND

Their workman.

APPEARANCES :

For the Employers : Sri B. N. Lala, Advocate.  
For the Workman : Sri C. D. Dwevedi, Advocate.

INDUSTRY : Coal, STATE : West Bengal.  
Dated the 10th September, 1990

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-24012 (102)/87 D.IV(B) dated the 11/21st December, 1987.

SCHEDULE

"Whether the Management of Monoharbahal Colliery of M/s. Eastern Coalfields Ltd., P.O. Kanyapur, Dist. Burdwan in dismissing Sri Jamiruddin Khan, U.G. Loader from his service with effect from 20-9-85 was justified? If not, to what relief the workman concerned is entitled?"

2. During the pendency of this case, on 6-9-90 both the parties filed a joint petition of compromise duly signed by them with a prayer to make an award in terms of the settlement.

3. I have gone through the terms of settlement and I find them quite fair and reasonable. Accordingly in terms of the settlement the award is passed.

4. The terms of settlement shall form part of the award.

Encló : Settlement.

N K. SAHA, Presiding Officer.

[No. L-24012/102/87-D.IV(B)]

RAJA LAL, Desk Officer

BEFORE THE PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL, ASANSOL

Reference No. 1 of 88

PARTIES :

Employers in relation to the management of  
Monoharbahal colliery of Eastern Coal-  
fields Ltd.

AND

Their Workmen.

JOINT PETITION OF COMPROMISE

Both the Parties above named showth respectfully  
as under :

1. That the above matter is pending before the Hon'ble Tribunal and has not yet been heard fully.

2. That in the meantime, both the parties having discussed mutually came to an amicable settlement on the following terms :

#### TERMS OF SETTLEMENT

(i) That Sri Jamiruddin Khan, the workman concerned in the case will be allowed to resume his duties as U.G. Loader within 14 days from the date of this settlement.

(ii) That the period of non-employment with effect from 20-9-85 to the date of resumption of duty shall be counted for the purpose of gratuity alone and accordingly he will not be entitled to any benefit, monetary or otherwise whatsoever.

(iii) That by virtue of this settlement, the instant matter and/or any matter arising out of the instant reference shall be fully and finally treated as settled.

3. Both the parties pray that the Tribunal may be pleased to accept the settlement as fair and proper and may be further pleased to pass an Award in terms of this settlement.

And for this act of kindness both the parties, as in duty bound, shall ever pray.

Dated the 4th September, 1990.

Sd/-

Sd/-

For and on behalf of the Workman.

For and on behalf of Employers.

Sd/-

6-9-90.

For Workman.

नई दिल्ली, 26 सितम्बर, 1990

का.आ. 2750.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ने, भारत पेट्रो-लियम कारपोरेशन लि (रिफाइनरी) बम्बई के प्रबन्ध के संबंध में जहाँ और उनके कार्यों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. -1 बम्बई के पंचपाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-9-90 को प्राप्त हुआ था।

New Delhi, the 26th September, 1990

S.O. 2750.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Ltd. (Refinery), Bombay and their workmen, which was received by the Central Government on 25-9-90.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY.

(PRESIDING OFFICER : JUSTICE S. N. KHATRI)  
REFERENCE NO. CGIT-37 OF 1988

#### PARTIES :

Employers in relation to the management of M/s. Bharat Petroleum Corporation Ltd. (Refinery), Bombay.

AND

Their Workmen.

#### APPEARANCES :

For the Management : Shri Palshikar, Advocate.

For the Workmen : Ms. Agnes, Advocate.

STATE : Maharashtra INDUSTRY : Petroleum  
Bombay, dated the 17th September, 1990.

#### AWARD (Part I)

The Central Government has referred the following industrial dispute to this Tribunal under section 10 of the Industrial Disputes Act, 1947, for adjudication :

"Whether the action of the management of M/s. Bharat Petroleum Corporation Ltd., (Refinery), Bombay in dismissing Shri Barrister Prasad, Guard/Night Watchman from service w.e.f. 20-4-1982 is justified. If not, what relief is the workman entitled to?"

2. The Workman has challenged the validity of the inquiry proceedings. This Part I of the Award disposes of the preliminary issue whether the inquiry is invalid for any of the reasons relied upon by the Workman. My finding is that the inquiry is valid.

3. The facts relevant for the limited purposes of the preliminary issue are virtually not in dispute and are these : Barrister Prasad (hereafter, "the workman") had been in the employ of the M/s. Bharat Petroleum Corporation, Ltd. (hereafter, "the Management") since November 1980 as a Watchman at their Sewree Installation. He was on night duty (3rd shift) on 8th June 1981. The Deputy Manager, Operations, Sewree, issued a charge sheet dated 20-8-81 (Ex. M-1) on the allegation that on the material night he was found sleeping while on duty on two occasions, first at 1.30 a.m. by Operations Officer, Shri Alurkar, and again around 4.30 a.m. by Havildar Pilankar. The charge in terms was 'committing an act of misconduct subversive of discipline'. This charge sheet was issued after obtaining the Workman's explanation (Ex. M-2) dated 10-6-81 in which he purported to admit that he was found sleeping on the two occasions, and exhorted the authorities to take a lenient view, inasmuch as he was running temperature at the material time and had given prior intimation to the Havildar about it.

4. One Shri Mundiar was appointed as Enquiry Officer. The Workman pleaded not guilty to the charge. He was assisted in the inquiry proceedings by his two colleagues Bhima Rao and Iver. The Management examined Alurkar, Havildar Pilankar, Todankar (who was working as Co-watchman along with the Workman on the material night) and Kothare (Security Officer to whom report was made about the Workman's conduct on the material night). The Workman examined himself in his defence. The Management filed certain documents also; the Workman filed his written defence dated 30-12-81 (Ex. M-5). Thereafter the Enquiry Officer submitted his report

(Ex. M-4) dated 19-3-82 to the General Manager (Refining). The latter confirmed the findings of the inquiry Officer, holding the Workman guilty of the charge, and by his order dated 6-4-82 (Ex. M-7) dismissed him from service.

5. Now the Watchman relies on the following grounds in order to challenge the validity of the inquiry :

(1) The chargesheet is bad for the reason that it is signed by the Deputy Manager (Operations) who is lower in rank than the employee Relations Manager who is the appointing authority.

(2) Shri Kothare took the Workman's explanation dated 10-6-81 by practising coercion on him, which amounts to denial of opportunity to show cause before the chargesheet was issued to him.

(3) The chargesheet did not quote the provisions of the Standing Orders (hereafter 'S.O's) under which the allegations against the Workman constitute 'misconduct'. He was denied reasonable opportunity to defend himself effectively in the course of the inquiry.

(4) The allegations relied upon by the Management, even if assumed to be duly proved, do not amount to misconduct within the meaning of para 26(1) of the S.O's, as held in the inquiry. At the worst, the allegations attract only para 28(k) for which no punishment higher than warning or censure can be awarded.

(5) The facts stated above have resulted infringement of the principles of natural justice, and as such the inquiry stands vitiated.

6. The Management in their two written statements justify their action, asserting that the inquiry was just and fair in all respects.

7. The Management have produced the record of the inquiry proceedings, which has been duly exhibited. The Workman has filed affidavit in support of his case, and he has been cross-examined by the Management. The latter have not adduced any oral evidence. I have heard the learned Advocates of both sides. My finding is that the principles of natural justice have been duly followed and that the inquiry does not stand vitiated for this or any other reason. My reasons in brief are these :

8. There is no substance in the Workman's contention that the chargesheet must be issued by the appointing authority himself. As stated by him in his cross-examination, this is his only real grievance about the fairness of the inquiry. His defence before the Enquiry Officer (Ex. M-5) shows that he relies on article 311(1) of the Constitution for his proposition. In the first place this article applies to Government servants and not to public sector corporations which are under the control of the Government. Next what this Article postulates is that the final order of dismissal cannot be made by any authority subordinate to the appointing authority. It does not lay down that the disciplinary authority also cannot be lower in rank than the appointing authority. So far as the final order of dismissal is concerned, it is passed by the General Manager (Refining), who is admittedly superior in rank even to the appointing authority, namely, the Employee Relations Manager. I hold that

issuance of the charge sheet is not invalid for the reason advanced by the Workman.

9. The next question is whether the Workman was deprived of an opportunity to give voluntary explanation of his conduct, before the charge sheet was served on him. Apart from the fact that Kothare denies that he used any coercion in obtaining the explanation dated 10-6-81 from the workman, there is no provision in the S. Os. or any where else, that an employee must be given an opportunity to explain his conduct before a charge sheet is served on him. What is required by paragraph 27 of the S.Os. and the principles of natural justice is that the charge and the allegations, on which it is based must be effectively communicated to the employee and that the latter must be given reasonable opportunity to effectively defend himself. Without dilating further, I find that the second ground of the Workman has no substance in it.

10. It is true that the charge sheet in terms does not quote para 25(1) of the S.Os. under which, according to the Management, the allegations against the Workman, constitute misconduct. But a perusal of the charge-sheet (Ex. M-1) leaves no doubt whatever that the allegations and the charge levelled against the Workman are clearly stated in it. A copy of the S.Os. was made available to the Workman during the course of the inquiry. He was assisted by his two co-employees who, as the record shows, have defended him verily. In the circumstances, omission to name para 26(1) of the S.Os. cannot be a good ground to fault the inquiry. There is also no substance in the Workman's contention that he was denied opportunity to defend himself effectively. This vague allegation is not borne out by the record of the inquiry proceedings or the evidence of the Workman before me. He admits that one of his co-employees was present on every date. As I find, all the Management witnesses have been effectively cross-examined on behalf of the Workman. There is thus no substance in his third ground of attack.

11. The Workman next contends that the allegations levelled against him do not constitute misconduct as defined under para 26(1) of the S.Os., but only attract para 28(k), which prescribes mere warning or censure for 'idling or sleeping on duty'. Now in my opinion, this aspect can be more properly dealt with at the final hearing of the case. Even on the assumption that the allegations attract only para 28(k) and not 26(1), the inquiry cannot be held to be vitiated on that ground. At the worst, the inquiry would in that case be come redundant. I leave the point there. The question whether the allegations and/or the proved facts do or do not attract para 26(1) of the S.Os. will be considered at the final hearing.

12. The above discussion establishes that the inquiry proceedings do not stand vitiated for any reason. I hold accordingly. Now the matter shall be fixed for final hearing of the reference.

S. N. KHATRI, Presiding Officer

[No. L-30012/35/87-D.III(B)]

नई दिल्ली, 28 सितम्बर, 1990

का.आ. 2751.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राउरकेला स्टील प्लांट (सेल) की बरमुआ भायरल, माईन्स, राउरकेला के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच में, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण भुवनेश्वर के पंचपाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-9-90 को प्राप्त हुआ था।

New Delhi, the 28th September, 1990

S.O. 2751.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the annexure, in the industrial dispute between the employers in relation to the management of Barsua Iron Mines of Rourkela Steel Plant, SAIL, Rourkela and their workmen, which was received by the Central Government on 26-9-1990.

## ANNEXURE

Industrial Tribunal : ORISSA: BHUBANESHWAR:

PRESENT :

Shri S. K. Misra, LL. B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneshwar.

Industrial Dispute Case No. 20 (Central)  
Dated, Bhubaneshwar, the 6th September, 1990

BETWEEN :

The Management of Barsua Iron Mine of  
Rourkela Steel Plant, SAIL, Rourkela.

..... First Party-  
Managemnt.

AND

Their workman Sri—J. M. Nayak, Dumper  
Operator, represented through the United  
Mines Mazdoor Union.

..... Second Party-  
workman.

APPEARANCES :

Shri G. C. Misra, ... For the First Party-Man-  
agement Chief Law Officer of Rourkela  
Steel Plant.

None —For the Second Party-  
workman.

## AWARD

/The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and vide their order No. L-26012/13/89-IR(Misc.) dated 21-5-90 have referred the following dispute for adjudication by this Tribunal :—

“Whether the action of the Management of Barsua Iron Mines of Rourkela Steel Plant, SAIL, Rourkela in reducing the basic pay of Shri J. M. Nayak Dumper

Operator, by one increment and fixing the same at Rs. 1128, w.e.f. 18-8-87 is justified? If not, to what relief is the workman entitled?”

2. This case had been posted to today for hearing in the absence of the workman who did not file statement of claims nor appeared at any earlier stage. Today also the workman is found absent on repeated calls despite registered notice served on the union.

3. Today a settlement is filed alongwith a joint petition signed by the General Secretary of United Mines Mazdoor Union, Rourkela and the Manager (Personnel) of the Rourkela Steel Plant. It is submitted on behalf of the Management that a no dispute award be passed in terms of the settlement but I think, it is not permissible, in the absence of the second party-workman to admit the terms of the same.

4. In view of the above circumstance, simply, a no dispute award is passed.  
Dictated & corrected by me.

S. K. MISRA, Presiding Officer  
[No. L-26012/13/89-IR (Misc.)]

नई दिल्ली, 1 अक्टूबर, 1990

का.आ. 2752.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हावमन्ड माईन्स प्रोजेक्ट, पन्ना (म.प्र.) के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर (म.प्र.) के पंचपाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-90 को प्राप्त हुआ था।

New Delhi, the 1st October, 1990

S.O. 2752.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Dimond Mining Project, Panna (M.P.) and their workmen; which was received by the Central Government on 24-9-90.

## ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUS-  
TRIAL TRIBUNAL - CUM - LABOUR COURT,

JABALPUR (M.P.)

CASE NO CGIT/LC(R)(85)/1986.

PARTIES :

Employers in relation to the management of Diamond Mining Project, Panna (M.P.) and their workman, Shri Devki Nandan, Compounder, represented through the Genl. Secretary, Hira Khani Mazdoor Sanstha, Majhagawan Mines. Diamond Mining Project, Panna (M.P.)

## APPEARANCES

For Workman.—Workman himself.

For management.—S/Shri Rajendra Menon,  
and A. K. Shasi, Advocates.

INDUSTRY.—Diamond Mining

DISTRICT.—Panna (M.P.)

## AWARD

Dated : September, 10th 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-29012/35/84-D.III(B) Dated 6th October, 1986, for adjudication of the following dispute :—

“Whether the action of the management of Diamond Mining Project, NMDC, Panna (M.P.) in terminating the services of Shri Deviki Nandan, Compounder w.e.f. 28-2-84 is justified? If not, to what relief is the workman entitled?”

2. Undisputed facts of the case are that Shri Deviki Nandan was serving as a Compounder with the management vide order dated 19-2-1983 on the salary of Rs 15/- per day and his services were enhanced from time to time and were ultimately terminated with effect from 28-2-1984. It is not disputed that the N.A. No. 1 viz. the NMDC is an industry and Shri Deviki Nandan is a workman of that industry.

3. The case of workman in brief is that he is a trained Compounder and was posted at Panni. He worked as a Compounder without any break till 28-2-1984. His services were terminated without complying the provisions of the Industrial Disputes Act, 1947, Conciliation proceedings failed. The termination is illegal and void ab initio because he had completed one year service as per Sec. 25B of I.D. Act. He is, therefore, entitled to reinstatement with full back wages and all other reliefs.

4. According to the management, the workman was not a qualified Compounder as detailed in para 5 of the written statement. He was asked to submit the proof of necessary qualifications, but he failed to do so. He was appointed in place of Shri Abdul Rauf temporarily. In the context, due to expiry of the Mining Lease of Ramkhera Mine on 16-1-1981 the staff was shifted to another mine at Majhgawan. Due to non-availability of accommodation at Majhgawan Mine the camp at Ramkhera had to be maintained for short period and till such time a Compounder was required to look after the left over employees at Ramkhera. Accordingly one experienced Compounder, Shri Abdul Rauf, was shifted temporarily to Ramkhera Mine. In the meanwhile, the workman concerned applied for the said post and believing in his qualifications and assurance given by him that he possessed the necessary qualifications for the post of a Compounder he was given appointment for a short period as given below :—

- (a) For a period of two months vide office order No. 1/105/70-Estt/2281 dated 18/19-2-83 from 22-2-83 to 21-4-83.
- (b) From 26-4-83 to 25-6-83 vide office order No. 1/105/70-Estt/519 dt. 23-5-83.
- (c) From 6-7-83 to 5-9-83 vide office order No. 1/105/70-Estt/1250 dt. 5-8-83.
- (d) From 9-9-83 onwards vide office order No. 1/105/70-Estt dated 12-9-83 till joining of Shri Abdul Rauf, Compounder.
- (e) His temporary appointment was called with effect from 28-2-84 vide order No. 1/105/70-Estt dt. 25-2-84 when it had been decided to transfer Shri Abdul Rauf, Compounder from Ramkhera to Majhgawan, vide order No. 1/105/70-Estt. dated 27-2-84 ordering him to report for duty at Majhgawan w.e.f. the forenoon of 29-2-84.

5. Despite repeated demands the workman failed to produce necessary qualification certificates and therefore on the expiry of the temporary employment his services automatically came to an end. On returning of Shri Abdul Rauf also there was no necessity of an additional Compounder. The management would have considered the question of appointing the workman concerned but he did not possess the necessary qualifications for the post of Compounder. He was fully aware of the facts and consequences.

6. After the termination of the services of the workman he is selling medicines at the Bus Stand, Panna and earning his livelihood. Therefore in no case he is entitled to back wages. His appointment being void ab initio he is not entitled to reinstatement.

7. The only material question to be decided is whether the termination of the workman concerned is justiciable?

8. The management has specifically pleaded that the workman would have been permitted to continue in the job provided he had requisite qualifications. According to the management, the workman had obtained the job by practising fraud upon the management inasmuch as by giving a false certificate of his qualifications and substantially for this reason only that his services were terminated.

9. It has to be specifically noted that though the workman has put much emphasis on the non-compliance of the provisions of sec. 25F of the I.D. Act and it is not disputed that compliance of Sec. 25F of the I.D. Act has not been made. The reasons for non-compliance of the other provisions given by the management are that—

- (a) the workman concerned had not completed one year continuous service as provided in Sec. 25B of the Act; and
- (b) his services were terminated because he was not qualified for the job.

10. It has to be specifically noted that the workman has nowhere specifically pleaded that he has qualified for the job of a Compounder. According to him, he was a trained Compounder. The qualification

of a Compounder has been given in Ex. M/9 and Clause 4 of qualification required is that he should have passed Matriculation or Equivalent Examination and possessed a recognised certificate of Pharmacy and be registered with a State Government. Clause 5 of Ex. M/9 speaks of the experience which is three years experience as Compounder. So far as the evidence relating to qualifications as per Clause 4 are concerned, it is Ex. W/7 according to which the workman was enrolled under Sec. 50 of the U.P. Indian Medicines Act, 1939 (Bhartiya Chikitsa Parishad Uttar Pradesh). But this document is said to have been a forged document as deposed by Shri Rajendra Kumar Shukla, a clerk of the said Board.

11. According to this witness, M.W. 1, Rajendra Kumar Shukla, the document Ex. W/7 was not issued from his office. He says that earlier one Shri Vasudev Singh was Registrar whose services were terminated in the year 1964 because of various complaints of issuing forged certificates against him. This witness has specifically stated in cross-examination that he has verified this fact from the Register No. 21878 and he found that no such man like Deviki Nandan has been registered on the said date or on other dates in the said month. There is nothing on record to controvert the testimony of his witness. The workman himself could not dare to enter into the witness box to controvert this fact. The only witness the workman has examined is W.W.1, Brij Gopal Tripathi, according to whom Deviki Nandan was working as a Compounder and he has seen Deviki Nandan distributing medicine in the Dispensary. He worked as a Compounder for couple of months is admitted by the management itself. Thus the testimony of this witness can be relied upon to this extent only.

12. Ex. M/1 is also not worthy in this regard which is an application filled up by the workman for applying for the post of Compounder. He mentions Registration Certificate at No. 5 of the experience Clause in connection with his experiences. It is evident that the workman himself was aware of the fact that the Registration Certificate is forged one because his fact has not been mentioned against his qualifications but against the experience clause.

13. So far as other matters are concerned, it is not disputed that the workman had passed Higher Secondary Intermediate and B.A. preliminary as is evident from the documents filed by both the parties. Management has also filed the Certificate Ex. M/2 according to which Deviki Nandan was working as Compounder with a Doctor since 1967 but as I have already pointed out above that this is not a degree of qualification, it is a certificate of experience.

14. It is true that apparently the services of the workman were not terminated on the ground of supplying forged certificate of registration in regard to qualifications. But the fact remains that the management has established that he obtained the job on forged certificate of requisite qualifications and therefore it cannot be said that his services were not rightly terminated.

15. Management has even gone out to say, if the workman had requisite qualifications he could have been kept or continued in service because as per Ex.

M/8 dated 2-9-1983 no suitable Compounder was being available with the management and his services were immediately terminated as soon as the proper Compounder Abdul Rauf had joined, rather he was asked to join at Majhgawan with effect from Forenoon of 29-9-1984.

16. So far as the question of non-compliance of the provisions of Sec. 25F of the I.D. Act is concerned, it was not necessary because in substance his services were terminated on the ground of obtaining job on the fraudulent certificate of qualifications. It is true that even according to the management as shown in para 4 of the judgment the workman concerned had completed 240 days of service. But, according to the management, it was not a continuous service and as such neither there is continuous service nor provisions of Sec. 25B and Sec. 25F are attracted in this case. But in the light of judgments of Workmen of American Express International Banking Corporation Vs. Management of American Express International Banking Corporation (1985 FIR (51) p. 483); Mohan Lal Vs. The Management of M/s Bharat Electronics Ltd. (AIR 1981 SC 1253); and State Bank of India Vs. N Sundaramoney (AIR 1976 SC 1111) it is evident that this argument of the management does not stand and it can be safely said that the alleged discontinuance was not on account of any fault of the workman concerned and therefore he had completed one year's service (240 days) i.e. continuous service as per Sec. 25B of the I.D. Act and as such provisions of Sec. 25F of the I.D. Act would be attracted in this case if this was a case of termination simpliciter which amounted to retrenchment.

17. Here in this case, the termination is not termination simpliciter but is dismissal from service on the ground that the workman had obtained the job on the basis of forged certificate of qualification as discussed above which he did not in fact possess and therefore, it was a punishment inflicted by way of disciplinary action as well which fact stands established before this Court.

18. In view of the above discussions it is not necessary for this Court to deal with the point whether the workman concerned was earning his petty after his termination from service.

19. I therefore hold that the action of the management of Diamond Mining Project, NMDC, Panna (M.P.) in terminating the services of Shri Deviki Nandan, Compounder with effect from 28-2-1984 is justified.

(2) It is not a retrenchment simpliciter and therefore the provisions of Sec. 25B and Sec. 25F are not attracted.

(3) The workman is not entitled to any relief.

20. Reference is answered as follows :—

That the action of the management of Diamond Mining Project, NMDC, Panna (M.P.) in terminating the services of Shri Deviki Nandan, Compounder with effect from 28-2-84 is justified. He is not entitled to any relief. No order as to costs.

V. N. SHUKLA, Presiding Officer  
[No. L-29012/35/84-D.III(B)]

का.आ. 2753—औद्योगिक विवाद प्रवर्धन, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार में, शायमल सीमेन्ट्स, नरसिंहगढ़-जिला दमोह (म.प्र.) के प्रबन्धन के संबद्ध निधो जहाँ और उनके कामकाजों के बीच, अनुबन्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रवर्धन, जबलपुर (म.प्र.) के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-90 को प्राप्त हुआ था।

S.O. 2753.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Diamond Cements, Narsinghgarh, Dist. Damoh (M.P.) and their workmen, which was received by the Central Government on 24-9-90.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(80)/1987

#### PARTIES :

Employers in relation to the management of M/s. Diamond Cements, Narsinghgarh, Dist. Damoh (M.P.) and their workman, Shri D.D. Badgaiyan, Ex-Tally Checker, Brahmanpura, P.O. & Ten. Sihora, District Jabalpur (M.P.).

#### APPEARANCES:

For Workman—Shri R. E. Gupta, Advocate.

For Management—Shri R. Menon, Advocate & Shri T. K. Mitra.

INDUSTRY : Lime Stone Mining

DISTRICT : Damoh (M.P.).

#### AWARD

Dated : September 6th, 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-29012/10/87-D.III(B) Dated 8th April, 1987, for adjudication of the following dispute :—

“Whether the action of the management of Diamond Cements, Narsinghgarh, Distt. Damoh in terminating the services of Shri D. D. Badgaiyan, ex-tally Checker, Lime Stone Mines of Diamond Cements, Narsinghgarh, Damoh by order dated 23-8-86 is legal and justified? If not, what relief is the said workman entitled to?”

2. In this case parties filed their respective pleadings and documents. The following issues were framed by my learned predecessor on 14-10-1987 and the case was fixed for evidence on 16-11-1987:

#### ISSUES

1. Whether the enquiry is proper and legal?
2. Whether the management is entitled to lead evidence before this Tribunal?
3. Whether the punishment awarded is proper and legal?

4. Whether the termination action taken against the workman is justified on facts of the case?

#### 5. Relief and costs.

But on 30-12-1987 the attention of my learned predecessor was drawn on the case of Copper Engineering Ltd. Vs. P.P. Munde (1975-II-LLJ p. 379) and parties were also heard. After hearing the parties this Court passed an order on 30-12-1987 as under:—

“In view of 1975-II-LLJ P 379 (Cooper Engineering Ltd. Vs. P.P. Munde) it is proper that legality validity and perversity of the enquiry be decided first before giving opportunity to the parties to adduce evidence in this Court. Case is, therefore, fixed for arguments on preliminary issues”

Parties argued the case on preliminary issues and my learned predecessor passed an order issues Nos. 1 and 2 on 25-4-1989 holding that the enquiry is not legal and therefore vitiated. The management was allowed to prove misconduct before this Tribunal. Parties were directed to file all the original documents on which they propose to rely in support or in rebuttal of the dispute.

3. On 5-1-1990 parties prayed for time to file the settlement. But the parties could do so, after a number of adjournments, on 31-8-1990 on which date both the parties were present, filed the settlement and verified the same. The terms of settlement are as under :—

#### Terms of Settlement

- (1) The workman Devendra Dhar Badgoia shall be reinstated by the management to the post of Tally Checker in which he was working prior to his dismissal from service.
- (2) That the period from dismissal till reinstatement shall be treated on the basis of no work no wages basis and the workman will not claim any back wages or any monetary benefits for the above period. However, the above period will be counted as continuous service for the purpose of other benefits except arrears or wages.
- (3) That on being reinstated the wages of the workman will be fixed in the scale of pay by giving him notional benefits of increment and revision of pay in the scale which has taken place from time to time. However, on such revision of pay after giving the benefits of revision etc no arrears from the date of dismissal till reinstatement will be paid to the workman.
- (4) That on reinstatement, the workman's service conditions will be governed as per the provisions of the Standing Orders as is applicable to the Company
- (5) The aforesaid settlement settles all the dispute between the parties as far as the present industrial dispute referred for adjudication to this Tribunal is concerned.
- (6) The management agrees that the workman will be reinstated in service immediately and

he can report for duty on any day within the period of one month from the date of signing of this settlement (31-8-1990).

4. I have gone through the terms of settlement dated 31-8-1990. The terms of settlement appears to be just, fair and in the interest of the workman concerned. I have, therefore, no hesitation in recording an award in terms of the settlement arrived at between the parties. No order as to costs.

V. N. SHUKLA, Presiding Officer  
[No. L-29012/10/87-D.III(B)]

का.आ. 2754 :—आध्यात्मिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, म. एस. लाल एण्ड कम्पनी लिमिटेड—मालिक जीलिंग लंगलटा आयरन माइन्स के प्रबन्धन के सबब नियोजका आर उनके कर्मकारों के बीच, अनुवध में निदोष्ट आध्यात्मिक विवाद में आध्यात्मिक अधिकरण उद्घाटन भुवनेश्वर के पंचपट का प्रकोष्ठ करता है, जा केन्द्रीय सरकार को 24-9-90 का प्राप्त हुआ था।

S.O. 2754.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Orissa, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. S. Lal & Co. Ltd., Owner, Jiling Longalata Iron Mines and their workmen, which was received by the Central Government on 24-9-90

INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR

PRESENT :

Shri S. K. Misra, I.L.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 51 OF 1987  
(CENTRAL)

Dated, Bhubaneswar the 7th September, 1990 -

BETWEEN :

The Management of M/s. S.  
Lal & Co. Ltd., Owner, Jiling  
Longalata Iron Mines, At, P.O.  
Barbil, Distt. Keonjhar.

First Party-  
Management.

AND

Their Workmen represented  
through the North Orissa Wor-  
kers Union, At : Arampada,  
Urampada, Uditnagar P.O.  
Rourkela, Distt. Sundergarh.

Second Party-  
Workmen.

APPEARANCES :

Sri S.K. Jain, Sr. Vice-President, For the First-  
(Mines) Party-Management

1. Sri B. S. Pati, General Secretary of the  
Union.—For the second party-Workman.

2. Sri Harihar Giri—The Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A)

of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and vide their order No. L-26012/7/87-D.III(B) dated 1-6-87 have referred the following dispute for adjudication by this Tribunal :—

“Whether the demand of the North Orissa Workers Union that the management of Jiling Longalata Iron Mines of M/s. S. Lal & Co. Ltd., At P.O. Barbil, Distt. Keonjhar should designate Sri Harihar Giri as Zamadar and pay him accordingly w.e.f. February, 1985 is justified ? If so, to what relief is the workman entitled ?”

2. This case had been posted for fixing next date of hearing of circuit at Keonjhar.

3. Today, the representatives of both parties and the workman himself, filed a joint petition of compromise seeking disposal of the reference in terms of the compromise. Both parties submitted that they have compromised the dispute out of court in the interest of industrial peace and harmony and prayed to pass an award in terms of the compromise. Both parties admitted the terms of compromise before me. The compromise seems to be fair. The representative of the Management paid a sum of Rs. 14,000 in shape of a Bank Draft to the workman before me today in the Court, as per the terms of compromise. Hence, I pass this Award in terms of the compromise. The petition of compromise do form part of the Award.

Dictated & corrected by me.

S. K. MISRA, Presiding Officer.  
[No. L-26012/7/87-D.III(B)]

BEFORE THE PRESIDING OFFICER, INDUS-  
TRIAL TRIBUNAL, ORISSA, BHUBANESWAR  
I.D. Case No. 51/87(C)

BETWEEN :

The Management of  
M/s. S. Lal & Co. Limited,  
Post : Barbil,  
Distt. Keonjhar (Orissa)

1st Party

AND

Their Workman.  
Sri Harihar Giri,  
Represented by the North  
Orissa Workers Union,  
Rourkela-12.

2nd Party

In the matter of : An application of the parties on  
compromisation of the dispute

The humble joint petition of the aforesaid parties  
most respectfully sheweth :

(1) That the following dispute between the  
parties is pending for adjudication before  
Hon'ble Tribunal, Bhubaneswar.

“Whether the demand of the North Orissa  
Worker's Union that the Management  
of Jiling Longalata Iron Mines, Keonjhar  
should designate Sri Harihar Giri  
as Zamadar and pay him accordingly  
w.e.f. February 1985 is justified ? If so,  
to what relief is the workman entitled.”

(2) That M/s S. Lal & Co. Limited has main-  
tained that Mr. Harihar Giri was never in  
employment of the Company & Question  
of re-designating him as Jamadar is baseless  
& false. But to avoid further litigation the  
Company offered to settle the matter mu-  
tually.

- (3) That in the mean time the parties out of their anxiety to settle the matter amicably, fairly between them have had a round of discussions and ultimately in the larger interest of both the parties have come to agree on the following terms of compromise, the dispute in reference fully and finally.
- (4) That Sri Harihar Giri shall be paid a sum of Rs. 14,000 vide cheque in full and final settlement in respect of all the claims arising out of the aforementioned I.D. Case No. 51/87(C) pending before the Industrial Tribunal, Bhubaneswar.
- (5) That Sri Harihar Giri has no further claim on M/s. S. Lal & Co. Ltd., on this account as on date.
- (6) That Sri Harihar Giri agrees to surrender the residential quarter occupied by him at Jilling Langalota Iron & Mn. Mines within 30 days of the settlement.
- (7) That Sri Harihar Giri shall not claim any employment or engagement in any form to M/s S. Lal & Co. Limited on this account.
- (8) It is understood and agreed by and between the above two parties that this composition of the dispute is voluntary, amicable and fair and that both the parties expressed without any reservation that this settlement has fully and finally compromised the subject matter of this dispute case pending before the Hon'ble Tribunal.
- (9) That in view of the above compromise arrived at by and between the parties, the impugned dispute has been fully and finally settled and that the parties have no further course of action to proceed with the case.

#### PRAYER

The parties in the circumstances state above compromise may be accepted as amicable and fair and has having compromise the dispute in reference fully and finally and further pray that an award in terms of the compromise as aforesaid may kindly be passed or that this joint petition may confirm part of the settlement and award that the learned tribunal may please to give in this case.

By the 1st party  
(S. K. JAIN)

By the 2nd party

Sr. Vice-President (Mines)  
M/s. S. Lal & Co. Limited  
Witness

1. For the Management (1st party)  
Sd/- (K. K. Sengupta)
2. For the 2nd party :  
Sd/- (Illegible)

Dated this the 7th day of Sept. 1990

B. S. PATI, General Secy.  
North Orissa Workers Union  
Sd/- Sri Harihar Giri  
(HARIHAR GIRI)

WORKMAN  
Jilling Langalota Iron  
Mines of M/s. S. Lal & Co. Ltd.

का.अ. 2755.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैलादिला आयरन और प्रोजेक्ट-डिपोजिट नं. 14 किरान्दुल, जिला बस्तर (म.प्र.) के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर (म.प्र.) के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-90 को प्राप्त हुआ था।

S.O. 2755.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur (M.P.) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bailadila Iron Ore Project, Dep. No. 14, Kirandul, Distt. Bastar (M.P.), and their workmen, which was received by the Central Government on 24-9-90.

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)(48)/1988

#### PARTIES :

Employers in relation to the management of Bailadila Iron Ore Project, Deposit No. 14, Kirandul, District Bastar (M.P.) and their workman, Sri M. G. Ramakrishnan, represented through the Secretary, Metal Mine Workers Union (INTUC), P.O. Kirandul, District Bastar (M.P.).

#### APPEARANCES :

For Workman/Union—Shri A. B. Khan.  
For Management—Shri Rajendra Menon Advocate.

INDUSTRY : Coal Mining DISTRICT : Bastar (M.P.)

#### AWARD

Dated the 6th September, 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-26012/11/86-D.III/B dated 18th March/12th May, 1988, for adjudication of the following dispute :—

“Whether the action of the management of Bailadila Iron Ore Project, Dep. No. 14, Kirandul (M.P.) in not giving seniority to Sri M. G. Ramakrishnan who passed the test of Chargeman (Mech.) in 1981 over Sri P. G. Vijayan who passed the test of Chargeman (Mech.) in 1982, is justified? If not, to what relief the workman concerned is entitled?”

2. The above reference order was received in this Tribunal on 19-5-1988. Parties were noticed to file their respective statement of claim on 3-6-1988. None of the parties appeared on 3-6-1988 nor filed or sent their statement of claim. The case was thereafter fixed on 29-7-1988 for the above purpose. After two more adjournments management filed its written statement of claim on 4-11-1988. Except

on 27-2-1989 & 13-12-1989 on which dated one Shri A. B. Khan appeared on behalf of the workman/ Union, neither the workman nor his representative appeared on dates in between 3-6-1988 and 13-12-1989. No statement of claim on behalf of the workman has been filed in this case.

3. On 13-12-1989 Shri A. B. Khan, Joint Secretary and Shri A. K. Sashi, Advocate, respectively appeared on behalf of the Union and the Management. Shri Khan, Joint Secretary of the Union Stated that "the workman under reference has already been promoted and therefore, no question of seniority at this stage arises. He therefore, does not press for the seniority of the workman under reference". Therefore both the parties do not want to proceed with the case.

4. In view of the above statement of Shri A. B. Khan, Joint Secretary of the Union, I have no alternative but to pass a 'No dispute' award. No order as to costs.

V. N. SHUKLA, Presiding Officer  
[No. L-26012/11/86-D.III(B)]

नई दिल्ली, 5 अक्टूबर, 1990

का.आ. 2756:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिनरल एक्सप्लोरेशन कारपोरेशन लि. वोंदल्ली प्रोजेक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के चपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-90 को प्राप्त हुआ था।

New Delhi, the 5th October, 1990

S.O. 2756.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mineral Exploration Corporation Ltd., Wondalli Gold Project and their workmen, which was received by the Central Government on 4-10-90.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR

COURT AT BANGALORE

Dated the 24th September, 1990

PRESENT :

Shri M. B. Vishwanath, B.Sc., L.L.B. PRESIDING  
OFFICER

#### I PARTY

The Branch Secretary  
Buddini Branch,  
Mineral Exploration  
Corporation Employees Union  
Camp & PO Pamankellur  
Raichur District  
Karnataka State.

#### II PARTY

The Project Manager  
Mineral Exploration  
Corporation Ltd.,  
Wondalli Gold Project  
Camp & PO Pamankellur  
Raichur District  
Karnataka State.

CENTRAL REFERENCE NO. 49/89

For the I Party—Sri Hari Krishna S. Holla,  
Advocate

For the II Party—Sri S. G. Bhagavan Advocate

#### AWARD

In this case the Hon'ble Central Government has been pleased to refer under Section 10(1)(d) and (2A) of the Industrial Disputes Act 1947 the following dispute for adjudication vide its order No. L-43011/3/89-IR (Misc.) dated 31st July, 1989.

#### POINT OF REFERENCE

"Whether the Management of Mineral Exploration Corporation Limited, Wondalli Gold Project, Camp, and PO Pamankellur, Raichur District is justified in not supplying liveries to the regular employees. If not what relief are the employees concerned entitled to?"

2. The reference was registered and notices were issued to parties. Both the parties have been represented by Advocates. The I party has filed the claim statement.

3. After the claim statement was filed, number of adjournments were granted to file the counter statement.

4. The case was posted for filing counter statement today. (24-9-1990). The learned counsel for the I party submitted today that this matter has been settled.

5. In view of the submission made by the learned counsel for the I party to the effect that the matter has been settled, the reference is rejected. Award passed accordingly.

M. B. VISHWANATH, Presiding Officer

[No. L-43011/3/89-IR(Misc.)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 26 सितम्बर, 1990

का.आ. 2757:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिनरल एक्सप्लोरेशन कारपोरेशन लि. वोंदल्ली प्रोजेक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में, निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के चपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-90 को प्राप्त हुआ था।

New Delhi, the 26th September, 1990

S.O. 2757.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal CUM LABOUR COURT, KANPUR, as shown in the Annexure in the industrial dispute between the employers

in relation to the management of Kisan Gramin Bank, Badaun and their workmen, which was received by the Central Government on 26-9-90.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR.

Industrial Dispute No. 19 of 1989.

In the matter dispute between :

Shri Madan Lal  
Son of Shri Champat Ram  
Nizammuddinpur, Tehsil Bisauli  
District, Badaun, U.P. 243601.

AND

The Chairman Kisan Gramin Bank  
Kshetriya Karyalaya, Civil Lines  
Badaun-243601.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/8/88-D-3-A dt. 8-1-1989, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Kisan Gramin Bank, Badaun in terminating the services of Shri Madan Lal s/o Shri Champat Ram Ex-Sub Staff w.e.f. 11-12-87 is legal and justified? If not to what relief the workman is entitled?

2. The case of the workman in short is that he was employed as a Chaprasi in the management bank on 2-2-85 and was regularised in permanent service on half pay from July 1987. The management (Branch Manager) terminated his services by means of letter dt. 11-12-87 violation of the provisions of sec. 25N I.D. Act, when he was not competent even to do so. The workman alleges that since the termination of his services from 11-12-87, he has been out of employment. He has therefore, prayed for his reinstatement with back wages and all consequential benefits. I may state here that in the claim statement he has referred to filing of some documents marked annexures 1, 2 and 3 but no such documents are found annexed with the claim statement. From the order sheet it appears that the claim statement was received on 23-2-89 when I was on tour, by the Secy. While accepting it he ought to have examined whether the annexures referred to in the claim statement were actually enclosed with it or not.

3. In defence, the management pleads that the workman was employed as part time messenger on day to day basis. His services as part time messenger were utilised by the bank as and when needed depending upon the requirement of work. The management admits that the temporary services of the workman were dispensed with by letter dt. 11-12-87. The management deny any violation of the provisions of sec. 25N I.D. Act as alleged by the workman.

4. In his rejoinder, the workman has alleged that he was never issued any appointment letter. He has further alleged that his duty hours were from 10.00 a.m. to 5.00 p.m. just like other regular staff.

5. In support of his case the workman has filed his

own affidavit and some documents. On the other hand, in support of their case, the management have filed the affidavit of Shri Raja Babu, Manager of the bank at Head Office, Badaun and some document.

6. The workman's case as per claim statement is that in the Kisan Gramin Bank, Badaun he was employed as sub staff (Chaprasi) on 2-2-85 on daily wages and was regularised as permanent hand on half pay from July 1987. His further case is that during the period of his service he was getting annual bonus and his P.F. was also being deducted from his salary. His services were however terminated by means of termination letter dt. 11-12-87 by the Branch Manager, who had no power to terminate his services.

7. In his affidavit he has corroborated the above facts except that he was made a permanent hand on half pay from July 1987. What he has deposed in para 2 is that his services were regularised from July 1987. Towards the end of para 1 of his affidavit he has deposed that his working hours were from 10 a.m. to 5 p.m. Thus by means of his affidavit he changed his original stand slightly. Whereas in the statement of claim his case has been that he was made a permanent hand on half pay from July 1987, in his affidavit he has come out with the case that he was made permanent as if he was a whole time worker.

8. In his rejoinder, the workman has alleged that he was never issued any appointment letter. But in his cross examination he took a somersault by stating that he was issued an appointment letter. When it was given out that he could file it on the next date it was ordered by the Tribunal to file the same on the next date. On 1-11-89, Km. Neeta Mathur, the authorised representative for the workman filed as many as six documents one of which purported to be the copy of his appointment letter dt. 2-2-85. It has not been admitted by the management. Even the management witness who was confronted with it in his cross examination could only admit this much that it appeared to be on the bank's pad but he could not identify the signatures on it of the Branch Manager. Let us take this appointment letter as proved. It shows that the workman was appointed under the order of the Chairman by the Branch Manager Nizammuddinpur, Badaun as Part Time Messenger w.e.f. 2-2-85. The expression PTM, it has been stated before me from the side of the workman means Part Time Messenger. The workman has filed the copy of letter of his termination dt. 11-12-87 issued by the Branch Manager. Similar copy but not exactly the same has been filed as annexure B to his affidavit by the management witness. This also shows that the workman was described as Part Time Messenger and his services were terminated under the orders of the Chairman of the Bank from 11-12-87. I may state here that it is also admitted to the management vide para (1) of the written statement that the workman was employed as part time messenger on day to day ad hoc basis.

9. Thus from the above evidence, it stands fully proved that the appointment of the workman was as a part time messenger and when his services were terminated he remained till then a part time messenger.

10. The workman has come up with the case that from his wages P.F. was being deducted and further he used to get bonus annually. With the list of documents

dt. 1-11-89, from the side of the workman has been filed banks copy of circular dt. 8-9-86. It shows that even in respect of part time messenger P.F. at the rate of 8 per cent would be deducted from their wages. So mere deduction of P.F. and payment of Bonus would not in any way make him a full time employee (messenger).

11. Now let us see as to what is the status of a part time workman, under the provisions of the I.D. Act. There is no doubt about it that the workman had worked as a part time messenger from 2-2-85 to 11-12-87. Ordinarily in his case having worked for more than 240 days in a year sec. 25F I.D. Act would have been attracted but being a part time worker it seems that he is not entitled to the protection of the provisions of the I.D. Act. For this reliance is placed on the Division Bench Ruling of P & H 1989 Lab IC 1650. It was a case of a Mali who had been in the employment of the Corporation as a Part Time Mali for some time and then as a Chowkidar purely on a temporary and ad hoc basis for a period of 89 days which period was again extended by another 89 days. It was held that the period spent by him as a part time Mali could not be clubbed with the period of work spent by him as a chowkidar. It was observed that once a part time employment is accepted and there is no restriction on him to seek employment under any other employer and legally he could get employment anywhere and work more number of hours and earn more money he could not be said to be in exclusive employment of an employer for the purposes of getting benefit under section 25F I.D. Act. It was further observed that although it is true that there is no evidence that he was employed under any other employer during that period, that would not matter as effectual question remains whether there was any legal bar to seek such employment. It was held that the period during which he had worked as a part time mali would not be taken as continuous in order to invoke the provisions of sec. 25F I.D. Act. I may state here that although there are provisions for part time workers in the various bipartite settlements, the rank before us being a Gramin Bank, it is not governed by the terms and conditions on the said settlement.

12. The workman has also taken the plea in para 3 of his rejoinder that in his place one Ajit has been appointed beside 25 juniors. What is sought to be shown is that the termination of the services of the workman are hit by the provisions of sec. 25G I.D. Act. If Sec. 25F does not apply the questions of application of sec. 25G also does not arise. In his cross examination he has deposed that he does not know whether appointments to sub-staff are made through Employability Cell or not. He also expresses his ignorance on the point whether or not Shri Ajit was appointed on his name being sponsored by the Employment Exchange after interview and other test.

13. Thus from the above discussions of evidence and law I hold that the workman is entitled to no relief.

14. Reference is answered accordingly.

Sd/- 19-9-90

ARJAN DEV, Presiding Officer,

[No. L-12012/8/88-D III(A)]

2669 GI/90—9,

का.आ. 2758:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धन के संकेत निरीक्षणों और उनके कर्मचारियों के बीच, अनुसंधान में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व अन्य न्यायालय, जबलपुर, के संक्षेप को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-9-90 को प्राप्त हुआ था।

S.O. 2758.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 25-9-90.

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

JABALPUR (M.P.)

Case No. CGIT/LC(R)(4)/1986

PARTIES :

Employers in relation to the management of State Bank of India, Bhopal Circle, Local Head Office, Bhopal (M.P.) and Shri S. D. Phadke, Branch Manager, represented through the State Bank of India and Subsidiary Banks Employees Union, Straw Products Building, Hamidia Road, Bhopal (M.P.).

APPEARANCES :

For Union—Shri S. D. Phadke.

For Management.—Shri K. Bala Subramaniam.

INDUSTRY : Banking DISTRICT : Bhopal (M.P.)  
AWARD

Dated : September 17, 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12012(130)/84-D.II(A) dated 7th January, 1986, for adjudication of the following dispute :—

“Whether the action of the management of State Bank of India, L.H.O., Bhopal in relation to their Suphehla Branch, Bhillai in removing Shri S. D. Phadke from service with effect from 13-2-1984 is justified? If not, to what relief is the workman concerned entitled?”

2. The facts of the case are as under Shri S. D. Phadke was working as Branch Manager of Suphehla Branch, Bhillai, under the control of Regional Manager, Region I (now region-III) Raipur. It is alleged that due to gross misuse of his position he was charged and after domestic enquiry he was removed

from service from 13-2-1984. The charge-sheet is said to have been given to him on 30-4-1982 vide Chief General Manager letter No. DDC 575, dated 24-4-1982.

3. Because this Tribunal has presently to decide the preliminary Issue Nos. 1 and 5 which are as follows, I will deal this aspect of the case only in the present order :—

#### PRELIMINARY ISSUES

1. Whether the applicant is a workman or a member of supervisory staff, effect on this reference & jurisdiction of this Tribunal?
2. ....
3. ....
4. ....
5. Whether this reference u/s 10 of the I.D. Act is competent?

#### FINDINGS :

4. Issues Nos. 1 & 5.—According to Shri S. D. Phadke he is a workman within the definition of Sec. 2(s) of the I.D. Act and therefore this Court has jurisdiction to entertain this reference. While according to the management, Shri Phadke is not a workman and therefore this reference is bad in law because this Tribunal has no jurisdiction to entertain or adjudicate upon it.

5. According to the management, the bio-data of Shri Phadke is as follows :—

Name	Shri S.D. Phadke
Date of Birth	19-10-1932
Age as on 07-03-84	About 51-1/2 years
Joined the bank as	Clerk at Raipur.
Date of joining	27-11-1957
Promoted as Officer Grade-II	04-12-1969
Promoted as Officer Grade-I	01-04-1973
Total emoluments as on 13-02-1984	Rs. 3060 Basic pay Rs. 1800
	D.A. Rs. 1260
	Total Rs. 3060

Important assignments.—Branch Manager, Sarangarh Branch from September 1973 to June 1977.

Branch Manager, Indira Place, Bhilai from July 1977 to August 1979.

Branch Manager, Supehla (Bhilai) Branch from September 1979 to September 1981.

6. On the other hand, workman has not specifically denied this bio-data but has only averred in his rejoinder dated 21-2-1986 that if the salary is the criteria the Senior Clerk in the Bank is paid as under :—

1. Basic	1660.00
2. D.A.	1245.00
3. Allowance	750.00
4. Stagnations	95.00

Rs. 3756.00

According to Shri Phadke he was doing more clerical duties during August 1978 to May 1979 at Bhilai Main Branch and between September 1981 to March

1984 at Regional Office Raipur. He has further stated in para 3 of his rejoinder that even in September 1973 to June 1977 and July 1977 to August 1978 and May 1979 to September 1981 although he was Branch Manager his gradation was Officer Junior Management, and was required to do mostly clerical work. Thus according to him, he was substantially doing the clerical job. I may add here, inter alia, that in para 2 of his statement Shri Phadke admitted that he worked as Branch Manager at Sarangarh for more than four years.

7. W.W. 1, Shri C. G. Ramteke, has also stated on oath that Sri Phadke was working as Branch Manager since 1982 to 1985 at Supehla Branch. He also served as Branch Manager at Indira Place Branch of Bhilai. He has admitted that departmental enquiry was held against him during 1982-83. Thus it is established beyond doubt that at the relevant time Shri Phadke was working as Branch Manager.

8. Shri Phadke has not come before this Tribunal to be examined as a witness, but according to his witness W.W. 1, Shri C. G. Ramteke, Branch Manager comes within the officers cadre being Incharge of the Branch. He has further admitted that there are Desk Officers, Field Officers etc. in the Branch of the Bank and therefore their work is supervised and controlled by the Branch Manager and he grants leave etc. to his subordinates.

9. W.W. 2, Shri M. P. Agarwal, has also almost supported the version of W.W. 1, Shri C. G. Ramteke.

10. On the other hand, management has examined one Shri T. R. Rajagopalan who was an Enquiry Officer as M.W. 1 and Shri Awadh Ram Sahu who is serving in the Bank since last 30 years and was then working as Vigilance Officer and before that he was Regional Branch Manager inspecting officers and administrative officers. These witnesses proved documents Ex. M/1 to Ex. M/23. Shri Awadh Ram Sahu has stated that the Branch Manager is the Chief Principal Officer of the Branch to supervise and administer the Staff working under him, and to see that the bank business are carried out as per rules and instructions effectively. He is delegated with such powers which are necessary to run the Branch independently without reference for instructions to higher authorities. He has broadly given the functions of the Branch Manager which are as follows :—

- (a) He allots duties to his subordinates
- (b) He checks the attendance registers and sanctions the leave.
- (c) Grant them increments.
- (d) Makes assessment of their performance for fitness in their promotions.
- (e) In case of mistakes calls for their explanation and refers the matter to higher authorities.
- (f) He oversees the transactions books and other documents to see that the transactions are rightly done and entered.
- (g) Supervise the security system."

Thus firstly it is undoubted that Shri Phadke was drawing above Rs. 1600/-p.m. at the relevant time and secondly he was a Branch Manager,

Obviously, he was not only looking after the supervisory work but also managerial work and was in the category of an Officer.

11. It is true that one should not be swayed by the designation and has to decide on the basis of duties of the employee as to whether he is workman or not. If he is mainly doing supervisory work or incidental or for a fraction of time also does some clerical, manual or technical work, it would have to be held that he is employed in supervisory capacity which excludes him from the definition of the 'workman'. Likewise, if the manual, clerical or technical work is only small part of the main duty or is incidental to his main work which is not manual, clerical or technical than again the workman will not fall in the definition of a 'workman'. A "Supervisor" as understood in Sec. 2(s) really means that the person exercising supervisory work is required to control the men and not the machine. It is not necessary that a supervisor must be supervising his fellow employees. It is enough that the supervisory work must be work in relation to the industry in which the person is employed. It should be broadly interpreted from commonsense point of view where tests will be simple both in the theory and their application. Interpreting so, (1) a Supervisor need not be a Manager or an Administrator; (2) he can be a workman so long as he does not exceed the wage limit of Rs. 1660/- per month and (3) irrespective of his salary, is not a workman who is to discharge functions mainly of managerial nature by reason of the duties attached to his office or the powers vested in him. A officer is generally invested with the powers of supervision and control in contradistinction to the stereotype work done by a clerk. He is generally occupies a position of command or decision and is authorised to act in certain matters within the limits of his authority without the sanction of his superiors.

12. Applying all these principles it can be well said that Shri S. D. Phadke cannot be brought within the definition of 'workman' as envisaged under Sec. 2(s) of the I.D. Act.

13. In his rejoinder he has dealt with a number of case laws which in fact do not apply to the facts of this case and I need not go into them. He has also referred to a case of S. Harnam Singh Vs. Punjab & Sind Bank Ltd. 1978 (37) FLR 407, where a person was operating the Bank's account, controlling staff, convening meetings, carrying on correspondence, disbursing salary etc. and even then he was treated as a 'workman'. He also referred to a case of Sunil Kumar Ghosh Vs. Presiding Officer—1978 (37) FLR 247. But this is not a case of Branch Manager who was invested with the powers as given above. He has also cited M. P. No. 5667 of 1980 decided by High Court of Madras on 5-3-82. No case law has been placed before me for my reference though various cases have been cited and obviously this judgement relates to Tamil Nadu Shops and Establishment Act, 1947 and therefore would certainly not apply to the facts of the present case.

14. On the other hand, not only from the material on record it can be well said that Shri S. D. Phadke cannot be held to be a workman within the definition of Sec. 2(s) of the I.D. Act but it has also been held in the case of A. K. Das Gupta Vs. United Industrial Bank Ltd. 1979—1—LLJ p. 478=1979 Lab. I.C. 506 (Cal. H.C.), Gauri Charan Vs. Industrial Tribunal 1977 Lab. I.C. 1154 (Orissa H.C.) that Branch Manager of a Bank is not a 'workman' because his duties are of managerial nature.

15. It is not disputed that this Tribunal cannot adjudicate upon the question of jurisdiction to find out whether it is an industrial dispute or not and if a workman is not a workman within the definition of Sec. 2(s) of the I.D. Act. This Court would not assume jurisdiction because this would not be an industrial dispute in the eye of law.

16. The adjective "industrial" in the definition of I.D. Act relates to the dispute in an industry as defined in Sec. 2(j) of the Act (Madras Gymkhana Club Employees Union Vs. Gymkhana Club—1967—1—LLJ 720 (SC)). In other words, besides the requirements of Sec. 2(k) unless the dispute is related to an industry as defined in Sec. 2(i) it will not be an industrial dispute. Therefore if the reference is made of a dispute which relates to any activity which is not of industry, it will not be a valid reference. Corollary to this proposition is that the dispute should be in a live industry and not in dead or closed industry as the definition of industrial dispute presupposes continuance of industry (Pipraich Sugar Mills Ltd. Vs. Pipraich Sugar Mills Mazdoor Union—957—LLJ 235 (SC)—See O.P. Malhotra "The Law of Industrial Disputes, Fourth Edn. Vol. I. page 610." In the same way this Tribunal can also decide whether the person concerned is a 'workman' within the definition of 2(s) of the I.D. Act and as such whether it is an industrial dispute & consequently whether this Tribunal has jurisdiction or not to entertain the dispute.

17. My findings are, therefore, recorded as follows :

1. The applicant, Shri S.D. Phadke is not a workman as he is a member of managerial staff.

2. The Reference does not lie under Sec. 10 of the Industrial Disputes Act, 1947 and this Tribunal has no jurisdiction to decide the said reference and is not competent to do so.

Reference is answered accordingly. No order as to costs.

V. N. SHUKLA, Presiding Officer  
[No. L-12012(130)/84-D.II(A)]

नई दिल्ली, 28 सितम्बर 1990

का.आ. 2759—औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक प्रा. हैदराबाद, हैदराबाद के प्रबन्धतंत्र के संबंध में नियोजकों और उनके कर्म-कारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधि-करण, हैदराबाद के पंचायत को प्रकटित करती है, जो केन्द्रीय सरकार को 26-0-90 को प्राप्त हुआ था।

New Delhi, the 28th September, 1990

S.O. 2759.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of Hyderabad, Hyderabad, and their workmen, which was received by the Central Government on 26-9-90.

**BEFORE THE INDUSTRIAL TRIBUNAL  
AT HYDERABAD**

Present :

Sri K. Taranadh, B.Com., B.L., Industrial Tribunal.

Dated, 18th September, 1990

**INDUSTRIAL DISPUTE NO. 14 OF 1990**

**BETWEEN**

The Workman of State Bank of Hyderabad,  
Hyderabad.

**AND**

The Management of State Bank of Hyderabad,  
Hyderabad.

Appearances :

Workman present in person.

None for the Management.

**AWARD**

The Government of India, Ministry of Labour by its Order No. L-12012/299/89-IR. B. III dt. 27-2-90 referred the following dispute under Sections 10(1) (d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of State Bank of Hyderabad and their workman to this Tribunal for adjudication :

"Whether the action of the State Bank of Hyderabad, Hyderabad, in not granting special leave in terms of para 13.39 (b) of the bipartite settlement dated 8-9-83 to Shri P. Ravinder, Member of the Central Committee of National Organisation of the Bank Workers, was justified? If not, to what relief the workman is entitled to?"

This reference is registered as Industrial Dispute No. 14 of 1990 and notices were issued to the parties.

2. In the claim statement filed in support of the Petition, it was alleged that the workman is the General Secretary of the State Bank of Hyderabad Workers Organisation and he is entitled for special leave as Central Executive Committee Member of the National Organisation of Bank Workers, (NOB W) under Clause 13.39 (b). There is a provision in the Bipartite Settlement dt. 19-10-1966 that certain facilities by way of granting special leave upto 17 days should be given to the workers. The workman applied to the Management for grant of special leave in the year 1987, 1988 and 1989 but it was not passed without assigning any justified and cogent reasons. A list is also herewith enclosed, which will demonstrate that the workman is a duly elected Executive Committee Member of National Organisation of Bank Workers and hence it is requested that the

leave availed by the workman from 1987 onwards as special leave may be ordered by granting special leave upto 17 days and declare the action of the bank in refusing the special leave as illegal, unilateral and unjustified.

3. A perusal of the record indicate that the Management, namely the State Bank of Hyderabad received the notice as early as on 13-3-1990 while the workman received it on 23-3-1990. A perusal of the docket sheet indicate that on 6-4-1990 the concerned workman was present and he filed a claim statement, not only that he served a copy of it on the management on 5-4-1990 itself. Then this matter underwent six adjournments on 30-4-1990, 22-5-90, 5-7-1990, 10-8-1990, 30-8-1990 and 17-9-90. On 10-8-1990 a Memo was filed by the worker objecting to the appearing of any legal counsel on behalf of the Management. Yesterday also the Tribunal patiently awaited the Management but nobody turned up (of course a gentleman turned up after recording of the evidence was over). This conduct itself on the part of the management shows that they are not much interested in the matter.

4. The Workman examined himself as W.W. 1 and spoke of the petition contentions. He filed Ex. W1 which is a xerox copy of Settlement dt. 9-11-1966. We are concerned more with Ex. W2 the letter addressed by the N.O.B.W. Secretary in 1986 indicating that in 1986 at the conference held at Jaipur, the workman was elected as Member of the Central Executive Committee. The annexure indicates that the workman was figuring as S. No. 28 P. Ravinder S.B.H. He also filed Ex. W3 a Circular issued by the State Bank of Bikaner & Jaipur to the Assistant Commissioner of Labour of Jaipur. It says that a Writ Petition was filed by the Maharashtra Karamchhari Sangh against Bank of Maharashtra and "the Bombay High Court admitted the Writ Petition and pending the hearing and final disposal of the case issued an interim injunction order restraining Bank of Maharashtra from withdrawing the special leave to the Union and its office bearers". Hence the State Bank of Bikaner and Jaipur decided to continue the facility of special leave to its Maharashtra Karamchhari Sangh affiliated to N.O.B.W. "till final disposal of the writ petition pending before the Bombay High Court". Thus it indicated that the matter was agitated for in other forums outside this State also. Also during his deposition he placed strong reliance on Leave Rules with regard to special leave in CODE OF SERVICE CONDITIONS OF BANK EMPLOYEES 1990 (published by Canara Bank Workers Union (Regd.), Bangalore 1990) (page 95). There it was categorically mentioned under Section 13.39 (b) that the Central Committee Members of National Organisation of Bank Workers were entitled upto 17 days in a calendar year as special leave for attending meeting and conferences of Trade Unions of Bank Employees. Though no document is filed, it is the contention of the workman that he applied for special leave only for this purpose but still the Bank did not grant.

5. In view of all these things, categorical provisions and the documents, this Tribunal feels and holds that the action of the State Bank of Hyderabad, Hyderabad in not granting special leave in terms of para 13.39 (b) of the bipartite settlement dt. 8-9-83 to

Sri P. Ravinder, Member of the Central Committee of National Organisation of the Bank Workers, is not justified. The workman is entitled for grant of special leave upto 17 days in a calendar year from 1987 onwards.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 18th day of September, 1990.

K. TARANADH, Industrial Tribunal.  
[No. L-12012/299/89-IR(B-III)]  
S. C. SHARMA, Desk Officer.

#### APPENDIX OF EVIDENCE

Witnesses Examined for the Workmen : W.W. I. P. Ravinder  
Witnesses Examined for the Management : NIL

Documents marked for the Workmen :

- Ex. W1 Photostat copy of the Memorandum of settlement arrived at on the 9th day of November, 1966 before the Chief Labour Commissioner (C), New Delhi, in an I. D. between the Management of the Bank as represented by the Indian Banks Association, Bombay and the Bombay Exchange Bank's Association, Bombay and Workmen as represented by National Organisation of Bank Workers over the various issues such as terms and conditions of Service of Bank Employees.
- Ex. W2 Photostat copy of the list of Office bearers and Members of the Central Executive Committee.
- Ex. W3 Photostat copy of the letter dt. 5-2-88 addressed by Manager Industrial Relations State Bank of Bikaner and Jaipur to the Asstt. Labour Commissioner (C) Jaipur with regard to special leave facility to the union affiliated to N.O.B.W.

Documents marked for the Management :

NIL

K. TARANADH, Industrial Tribunal

प्रई दिल्ली 1 अक्टूबर, 1990

का.आ. 2760:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्टरी बम्बई के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, मनुष्य में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, सं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-9-90 को प्राप्त हुआ था।

New Delhi, the 1st October, 1990

S.O. 2760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Factory, Bombay and their workmen, which was received by the Central Government on 25-9-90.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY. (PRESIDING OFFICER : JUSTICE S.N. KHATRI)

Reference No. CGIT-30 of 1989

#### PARTIES :

Employers in relation to the management of Telecom Factory, Bombay.

AND

Their Workmen.

#### APPEARANCES :

For the Management : Shri Masurkar, Advocate.  
For the Workmen : Shri Jadhav, Advocate.

INDUSTRY : Telecommunication

STATE : Maharashtra

Bombay, dated the 18th day of September, 1990

#### AWARD

The Central Government has referred the following industrial dispute to this Tribunal under section 10 of the Industrial Disputes Act, 1947, for adjudication :

"Whether the action of the management of Telecom Factory, Bombay in reverting Mr. A.C. Soans, from the post of Draughtsman Grade II to the post of Draughtsman Grade III w.e.f. 14th October, 1987 is justified ? If not, what relief the workman is entitled to ?"

2. The Workman's case shortly stated is that he was appointed as Draughtsman Grade II by the Management with effect from 5-8-75. He was made quasi-permanent in that grade with effect from 5-8-78 (vide order dated 20-3-79 Ex. WM-8=Ex. W-1). It appears from the orders Ex. M-7/1 dated 19-8-78 filed by the Management, that with effect from 1-4-78 the Central Government issued new recruitment Rules and redesignated Draughtsman belonging to different categories as under :

Old Designations	New designations under the recruitment Rules of 1978
1. Chief Draughtsman.	1. Chief Draughtsman.
2. Head D'man/Design D'man Gl. I/Asstt. Hd. Clerk (Drawing) (EX. BTC).	2. D'man Gr. I/Asstt. Head Clerk (Drawing) (EX.BTC).
3. Draughtsman Gr. I	3. Draughtsman Gr. II
4. Draughtsman Gr. II/ Tracers.	4. Draughtsman Gr. III

3. It will thus be seen that the erstwhile Grade II was redesignated as Grade III. I may make it clear that this change came into effect from 1-4-78 (see Ex. M-7/1) and not from about 1985, as wrongly stated in the Management's Written Statement. The order dated 5-7-85 (Ex. M-7/2) which possibly has contributed to this confusion, deals with only revision of the pay scales of redesignated Grades I, II and III, and not their creation. After the redesignation of the Grade, by an order dated 9-2-82 Ex. W-2, the Management promoted the Workman to Grade II with effect from 19-12-81. The order expressly states that the Workman has been promoted and appointed as Draughtsman Grade II from Grade III and put on

two years' probation. Obviously the reference to grades in this order is to redesignated grades. I am laying stress on this aspect at the cost of repetition, because during the course of the arguments the Management gave a faint impression as if their action in reverting the Workman from Grade II to Grade III by the impugned order did not involve anything beyond putting him in his right Grade.

4. To continue the thread, the Management published a revised seniority list dated 7-9-87 of Draughtsmen Grade III (redesignated) and put the Workman at Sr. No. 11. Two places above him, that is at S. No. 9, they put one Mukaddam. Accordingly to the Workman, this Mukaddam was initially junior to him and had in fact been working in Grade III only till 7-10-87, while he (the Workman) was promoted to the Grade II as early as December 1981. The Workman wrote a letter to the Management on 28-9-87, requesting them to protect his present post and wages etc. In spite of this, the Management without considering his request, arbitrarily passed the impugned order dated 14-10-87, (Ex. M-6), reverting him from Grade II to Grade III with retrospective effect from 7-10-87 and reducing his pay from Rs. 1560/- to Rs. 1270/-. Simultaneously, by the same order, in the resulting vacancy, the aforesaid Mukaddam came to be promoted from Grade III to Grade II. The Workman contends that the impugned order is patently illegal and unjust and prays that it may be set aside and he may be reinstated to Grade II with effect from 7-10-87 with all consequential benefits. Here it may be noted that the Workman has also moved the Central Administrative Tribunal for similar reliefs.

5. The Management have raised the following pleas in their written statement.

(i) This Tribunal will have no jurisdiction to proceed with the reference, unless and until the Workman withdraws his application from the Central Administrative Tribunal.

(ii) At the time of the initial recruitment of the Workman and Mukaddam in 1975 as Draughtsmen Grade II (Old designation), the Workman came to be given wrong seniority above Mukaddam. Both joined their posts on the same date, that is 5-8-75. As the Workman was older to Mukaddam in age, the former was given higher placement, in ignorance of the correct rule that the seniority had to be fixed according to the order of merit indicated by the Selection Committee, which had placed Mukaddam higher than the Workman. This mistake came to the notice of the Management in 1987, when Mukaddam made a representation to that effect. Realising their mistake, the Management set the things right by passing the impugned order.

6. I shall first dispose of the question of jurisdiction. The position is not disputed that if the Workman had not approached the Central Administrative Tribunal, the reference in the terms it is framed, would have squarely fallen within the jurisdiction of this Tribunal. The only question to be decided is whether I lose jurisdiction, because of the pendency of the Workman's application before that Tribunal. In my humble opinion, section 2(b) of the Administrative Tribunal Act is a complete answer to the question. It provides that "the Act shall not apply to

any person governed by the provisions of the Industrial Disputes Act in regard to such matters in respect of which he is so governed". The Workman is admittedly a person who fulfills all the requirements of this exception. Thus the jurisdiction of this Tribunal is not in any way affected by the pendency of his application before the Central Administrative Tribunal. I hold that this Tribunal has jurisdiction to entertain and dispose of this Reference.

7. Now the merits of the case. The parties rightly rely on documents and have not adduced any oral evidence. So far as the seniority of Draughtsmen Grade III, is concerned, I do not find any fault with the Management's revising the same under their orders dated 7-9-87. Paragraph 4 of the general principles issued by the Central Government for determination of seniority in the Central Civil Services and civil posts as an annexure to their O.M. No. 9-11/55, R.P.S. dated 22-12-59 provides as follows (Ex. M-3) :

Direct Recruits.—Notwithstanding the provisions of para 3 above, the relative seniority of all direct recruits shall be determined by the order of merit in which they are selected for such appointment, on the recommendations of the UPSC or other selecting authority, persons appointed as a result of an earlier selection belong senior to those appointed as a result of a subsequent selection :

Provided that where persons recruited initially on temporary basis are confirmed subsequently in an order different from the order of merit indicated at the time of their appointment seniority shall follow the order of confirmation and not the original order of merit.

8. Ex. M-9 is the letter dated 2-7-75 addressed by the Chairman of the Selection Committee to the Management, which shows that six candidates were selected, including the present Workman and Mukaddam, and that these were placed at Nos. 6 and 4 respectively in the order of merit. The rule of seniority in age obviously did not govern the initial seniority of fresh recruits. That rule was wrongly relied upon by the Management. On coming to know of the correct rule, they were at liberty to correct the seniority list of Grade III Draughtsmen.

9. The matter however does not conclude there. The crux of the question now is whether the Management were justified in unilaterally reverting the Workman from Grade II (to which he was promoted with effect from 18-12-81) to Grade III, and ordering a reduction of Rs. 290 in his pay, as a sequel of rectifying the initial seniority of Grade III Draughtsmen. In the circumstances of the case, and on the undisputed facts, I cannot refrain myself from observing that the Management were grossly unfair to the Workman in making these orders. The Workman had not only been promoted to Grade II from 18-12-81, but had actually completed his two years probation on 18-12-83. It is not the case of the Management that he had not successfully completed his probation on that his confirmation was withheld consciously for any reason connected with his performance. When an employee is appointed on probation for a fixed period, normally he will be deemed to have been confirmed on the expiry of that period,

unless the employer extends the same in accordance with the provisions governing his employment. Here is a Workman, who has worked for 6 years in the re-designated Grade II from the date of his promotion and for 4 years subsequent to his confirmation in that Grade. The action of the Management is grossly arbitrary. If at all some body deserves to be penalised for wrongly fixing the initial seniority of the six workmen—including Mukaddam and the present Workman—in 1975 at the time of their recruitment by applying a wrong rule, certainly it is not the present Workman. It does not require competence of high order, to appreciate that the initial ranking in the seniority of fresh recruits would not necessarily remain static or an eternal basis. Events such as confirmation and promotion will affect the same. Under Principle 5 of the M.H.A. O.M. referred to in para 7 supra, the relative seniority of promotees to a particular Grade shall be determined in the order of their selection for that promotion. These considerations will apply to the present Workman also. So normally his seniority in Grade II (re-designated) ought to count from 18-12-81. It is true that by his letter dated 28-9-87, the Workman has not objected to his revised seniority in Grade III. This is neither here nor there. He has made it explicitly obvious that "my pay and allowances and other service conditions should be protected and I should continue to enjoy the same benefits": vide Ex. M-5. This does not imply that he has given up his claim to the right allotment of seniority even in the promoted Grade (that is, re-designated Grade II), much less his right to the post and benefits attached to that post. Here I may make it clear that my observations may not be treated as adversely affecting the rights of Mukaddam for the obvious reason that he is not before me in these proceedings.

10. The result of the above discussion is that the Workman is entitled to be reinstated in his post as Draughtsman, Grade II (re-designated) without any break of service and will be entitled to all benefits (including wages, seniority and other service benefits) to be reckoned on that basis. As the Workman has been deprived of his legitimate dues without any fault of his, I grant him interest @ 9 per cent p.a. on his money claim. I also allow him Rs. 2000/- by way of costs.

11. The part of the order of the Management dated 14-10-87, so far as it purports to revert the Workman to the post of Draughtsman, Grade III and fix his pay at Rs. 1270/- is concerned, is found to be unjustified and is hereby set aside. He is directed to be reinstated in his original post of Draughtsman, Grade II with effect from 7-10-87, without any break in service in that post from 18-12-81. He will be entitled to all benefits of his service conditions (inter alia relating to wages and seniority) on the basis that he has been working in Grade II (re-designated) from 18-12-81. The Management are directed to pay him the difference in wages short-paid to him, resulting from the operation of the impugned order 14-10-87, alongwith interest @ 9 per cent p.a. from 7-10-87 to the date of payment. The Management shall further pay Rs. 2000/- by way of costs to the Workman and

bear their own. The award be complied with within 2 months of its publication by the Government. Award accordingly.

S. N. KHATRI, Presiding Officer  
[No. L-40012/23/83-D.II(B)(P-)]

नई दिल्ली, 5 अक्टूबर, 1990

क.स. 2761- औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार सविनय-सुन्दर रेलवे चक्रधरपुर के प्रशासक के भव्य विवादों और उनके कर्मचारियों के बीच, अनुव्या से निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, नं 1 धनवाद से सम्बन्ध को प्रकाशित करता है जो केन्द्रीय सरकार का 1-10-90 को प्राप्त हुआ था।

New Delhi the 5th October, 1990

S.O. 2761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1 Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.E. Railway Chakradharpur and their workmen, which was received by the Central Government on 1-10-90.

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1  
DHANBAD

In the matter of a reference under section 10(i)(d) of the Industrial Disputes Act, 1947

Reference No. 8 of 1989

PARTIES :

Employers in relation to the management of South Eastern Railway, Chakradharpur Division (Singhbhum) represented by Divisional Railway Manager, Chakradharpur.

AND

Their Workmen represented by Lokshin Purva Railway Mazdoor Sangh, Tatanagar, Jamshedpur.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employers.—Shri N. C. Mallick, Advocate.

For the Workmen : Shri J. P. Singh, Advocate.

STATE : Bihar

INDUSTRY : Railway.

Dated, the 18th September, 1990

AWARD

By Order No. L-41012/10/87-D.II(B), dated the 17th January, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Divisional Railway, South Eastern Railway, Chakradharpur Division, Distt.

Singhbhum in withholding of all the passes and PTOs for the year 1985, 1986 and 1987 in respect of Shri B. N. Mishra, Time Keeper, Sr. DEE(RS)TATA is justified. If not, to what relief the workman concerned is entitled to?

2. The case of the management of South Eastern Railway, Chakradharpur Division, as appearing from the written statement-cum-rejoinder, details apart, is as follows :

The present industrial dispute is not maintainable and since the sponsoring union, Dakshin Purva Railway Mazdoor Sangh is not a recognised union, it has got no right to arise the present dispute. The substantive case of the management is that B. N. Mishra, the concerned workman, by order bearing No. RS/TATA/762/85/216 dated 8-2-85 was promoted to officiate as Senior Clerk purely on ad-hoc basis vice D. N. Sharma under Sr. EF(Stores). D. N. Sharma on being relieved by B. N. Mishra was posted vice Sri C. R. Bose who was to retire on 28-2-85. But Sri D. N. Sharma who was granted 5 days LAP from 11-2-85 to 15-2-85 did not report for duty on 16-2-85 and later reported himself sick. Since Sri C. R. Bose was to be relieved of his duty in Tool Room before his retirement, Sri B. N. Mishra, the concerned workman was advised to take over charge from Sri C. R. Bose vide letter No. RS/TATA/G/200 dated 19-2-85. But Sri Mishra did not carry out the order. Since Sri C. R. Bose was due to retire from service with effect from 28-2-85, Sri S. P. Paul, Senior Clerk who was looking after the Stores was therefore deputed vide Office Order No. RS/TATA/772/85 dated 20-2-85 to take over charge of the Tool Room from Sri Bose in addition to his own job as Sri Mishra refused to take over charge. Sri Mishra was issued with minor penalty chargesheet for disobedience of order of superior officers amounting to misconduct and was awarded punishment of withholding passes and PTOs for the years 1985, 1986 and 1987 after considering his explanation to the chargesheet. This order was passed in conformity with CPO/GRC's Establishment Serial No. 50/74. Sri Mishra was debarred from ad-hoc promotion for a period of one year which is also in accordance with the Establishment rules vide CPO/GRC's Establishment Serial No. 52/65 according to which an employee, who refuses promotion, will not be entitled for promotion for one year. However, the order debarring promotion of Sri Mishra was withdrawn on review by Head Quarter. Shri Mishra appealed against the punishment to the Appellate Authority and the Appellate Authority after considering the appeal upheld the punishment which was communicated to him. The principles of natural justice was followed and the concerned workman was given all facilities to defend the case. It has been asserted that holding of departmental enquiry in the case of imposition of minor penalty is not mandatory. In the circumstances, the management has proved that the concerned workman is not entitled to get passes and PTOs for the years 1985 to 1987 nor is he entitled to get any relief from the management.

3. The case of the concerned workman, appearing from the written statement submitted by the Divisional Organising Secretary of Dakshin Purva Railway Mazdoor Sangh, Chakradharpur Division,

submitted on his behalf, hereby stated, is as follows :

Sri B. N. Mishra, the concerned workman, was a Time Keeper under TF(M)RS/TATA and a permanent employee of South Eastern Railway. By Notification No. RS/TATA/762/85/216 dated 8-2-85 he was promoted to the post of Senior Foreman (Stores) and posted in Tool Room vice Sri C. R. Bose who retired on 28-5-85. Sr. DEE(RS)TATA in his letter No. RS/TATA/G/200 dated 19-2-85 asked him to take over the charge of Tool Room from Sri C. R. Bose. But instead of sparing him TF(M)RS/TATA asked him to carry out his formal duties besides giving training to Sri B. G. S. Prasad Rao, Junior Clerk. In fact, he was not spared by TF(M) to take charge of the Tool Room (Stores). By letter No. D.E.E.(RS)TATA/772/85 dated 20-2-85 he was again asked to take over charge of Tool Room from Sri C. R. Bose. Then again by Office Order No. RS/TATA/72/82 dated 20-2-85 Sri S. P. Paul, Senior Clerk working under SF(Stores) was directed to take over charge of Tool Room from Sri C. R. Bose on the ground that Sri Mishra had refused to take over charge. But the concerned workman was unable to take over charge under the direction of his superior. Anyway, a chargesheet was issued against him for disobedience of the order and he was punished by inflicting penalty debarring him from ad-hoc promotion for a period of one year commencing from 1-3-1985 and also stoppage of privileges of passes and PTOs for three years from 1985 to 1987 by order No. F(RS)TATA/D&A/DNS dated 24-4-85. He was an active member of Dakshin Purva Railway Mazdoor Sangh and he has to fight for the rights and privileges of the railway staff. The officers of the management were sometimes annoyed with him on account of his trade union activities. He pointed out to the higher management that he was appreciative of the order of promotion given to him as Sr. Foreman (Stores) on ad hoc basis. But he pointed out that taking of charge of Tool Room was a privilege of some Senior Staff willing to take charge of the Tool Room. In short, he wanted justice to be done to all the staff. But unfortunately this was taken to be a refusal on his part to accept promotion and higher responsibilities. He could take over charge by-passing the Sr. Staff only in the event of being spared by his immediate superior. Anyway, the union of the concerned workman, demanded for re-calling the order of punishment, but the management paid no attention to it. Hence, the union was constrained to raise industrial dispute before the Asstt. Labour Commissioner (Central), Chaibasa. In the course of conciliation proceeding before the A.L.C.(C), Chaibasa, the management withdrew the

penalty of withholding promotion for one year with effect from 1-3-1985. By implication other part of the punishment order i.e. withholding of passes and PTOs for three years was maintained. It has been asserted that the conduct of the concerned workman was not such as to give rise to such punishment and this fact was realised by the management, while withdrawing the penalty for promotion of one year. The management never served a copy of the order of punishment on him and therefore the order for withholding the PTOs and passes cannot be justified. The management imposed punishment without holding any departmental enquiry and thereby denied him natural justice. The punishment is an instance of vindictiveness on account of his trade union activities. It is alleged that by a clever device the officers of the management charged him for disobedience of orders by-passing contrary orders. In the context of facts and circumstances, the union has prayed that the action of the management in withholding passes and PTOs for three years be held to be unjustified.

4. In rejoinder to the written statement of the sponsoring union, the management has asserted that the concerned workman was promoted to officiate as Senior Clerk and not as Senior Foreman purely on ad-hoc basis. It has also been asserted that the statement of the union that the concerned workman was not spared by TFM(G) to take over charge of the Tool Room is false. Dakshin Purva Railway Mazdoor Sangh is not a recognised union and hence the officers of the management do not have any official business with the members of the said union. The contention of the union that taking charge of Tool Room was a privilege of senior staff is untenable. The post in the Tool Room is filled in by clerical staff and any of the clerical staff may be posted in the Tool Room. The concerned workman appealed against the punishment before the Appellate Authority and punishment was upheld in appeal. It has been contended by the management that the case was discussed in full on a reference from A.L.C.(C), Chaibasa, but the A.L.C.(C) did not give its decision in the matter. Since the concerned workman preferred an appeal against the order imposing punishment on him, he was fully aware of the punishment imposed on him. The notice of punishment was also served on him.

5. In rejoinder to the written statement of the management, the sponsoring union has stated that the management withdrew the substantive punishment debarring promotion for the period of one year, but surprisingly the management retained the punishment of withholding of passes and PTOs for three years.

It has been asserted that the management again inflicted punishment connected with welfare measure and fringe benefits. Withholding of promotion for one year is a matter of major misconduct and this sort of punishment will effect his service career throughout his life involving less in salary, gratuity and other retirement benefits.

6. The management has examined one witness, namely, MW-1, Gouranga Das and laid in evidence a mass of documents which have been marked Exts. M-1 to M-8 in support of its action.

On the other hand, the concerned workman has examined himself as WW-1 and laid in evidence only one item of document which has been marked Ext. W-1 in refutation of the action of the management.

7. Admittedly, Sri B. N. Mishra, the concerned workman, was a permanent employee and employed as a Time Keeper, Junior Clerks' scale of pay under RF(M)|RS|TATA of the South Eastern Railway. By order of Senior Divisional Electrical Engineer (RS) TATA bearing No. RS|TATA|762|85 dated 8-2-1985 the concerned workman was promoted to officiate as Senior Clerk purely on ad-hoc basis under TF(M)|RS|TATA vice Sri D. N. Sharma, Senior Clerk (Ext. M-1). By the same order Sri D. N. Sharma was transferred under Sr. EF (Stores) in the same capacity and posted in Tool Room vice Sri C. R. Bose, Senior Clerk who was to superannuate on 28-2-85. The relevant portion of this order is gleaned hereinbelow :

"1. Sri D. N. Sharma, Sr. Clerk in scale Rs. 330-560 (RS working under TF(M)|RS|Tata is transferred under Sr. EF (Stores) in his same capacity, rate and scale of pay and posted in Tool Room vice Sri C. R. Bose, Sr. Clerk who is superannuating on 28-2-85.

2. Sri. B. N. Mishra, Time Keeper rate of pay Rs. 358/- p.m. in scale Rs. 260-400 RS working in time office is promoted to officiate as Sr. Clerk on pay Rs. 370/- p.m. in scale Rs. 330-560 RS purely on ad-hoc basis and posted under TF (M)|RS|TATA vice item No. 1 above."

By implication the order of promotion of the concerned workman to officiate as Senior Clerk purely on ad-hoc basis was to take effect from 28-2-85/1-3-85 upon superannuation of Sri C. R. Bose and Sri D. N. Sharma relieving him in the Tool Room and the concerned workman relieving Sri D. N. Sharma. It remains undisputed that Sri D. N. Sharma was granted leave for 5 days from 11-2-85 to 15-2-85, but he did not report back for duty on 16-2-85 and later reported himself sick. It appears that Sri C. R. Bose was to be relieved of his duty in the Tool Room as he was to retire from service on 28-2-85 and in the circumstances the concerned workman was directed, again by Senior Divisional Electrical Engineer (RS)|TATA by Order No. RS|TATA|G|200 dated 19-2-85 to take over charge of Tool from Sri C. R. Bose who was to superannuate on 28-2-85 (Ex. M-7). By the same order the concerned workman was directed to hand over charge of the Tool Room to Sri D. N. Sharma, Senior Clerk when he would join his duty. Thus, the order of Sr. Divisional Electrical Engineer (RS)|Tata indicates that the concerned workman was to hold charge of the Tool Room by way of temporary measure until Sri D. N. Sharma joined his duty. By order dated 20-2-85 the Traction Foreman informed the concerned workman that Sri B. G. S. Prasad Rao was directed to work as Time Keeper in the

Time Office and he was advised to allow him to perform P-1 duty from 20-2-85 in addition to the duties performed by him (Ext. W-1).

The concerned workman has stated in his evidence that Office Order (Ext. W-1) he was directed by the management to get Sri B.G.S. Prasad Rao acquainted with the working of Time Office. But the order does not spell out so it simply provided an information to him that Sri B.G.S. Prasad Rao was directed to work as Time Keeper in Time Office and the concerned workman was to allow him to perform P-1 duty. Anyway, Sri J. P. Singh, learned Advocate for the concerned workman, has contended that the concerned workman was directed by this order (Ext. W-1) to give training to Sri B. G. S. Prasad Rao. But I am unable to accept this contention in view of the specific provision in the order. That apart, the order is not indicative of the fact that the concerned workman was to remain posted in the Time Office for giving training to Shri Prasad Rao.

8. By order bearing No. E(Elect)|RS|Tata|OS|3, dated 20-2-85, the Sr. Divisional Electrical Engineer (RS)|Tata informed the concerned workman that the appeal was not tenable and he was again advised to take charge of the Tool Room from Sri C. R. Bose, Senior Clerk, who was going to retire on superannuation with effect from 1-3-85. He was also informed that should he fail to carry out the order, his refusal would be considered as disobedience of orders and viewed very seriously (Ext. M-5). By Order dated 27-2-85 the concerned workman was also advised by the Traction Foreman (RS) to take charge of the Tool Room with effect from 1-3-85 in terms of the order of Sr. Divisional Electrical Engineer (RS)|Tata dated 8-2-1985 (Ext. M-6). This order was issued as per direction of Sr. D.E.E.|RS|Tata. It remains an undisputed fact that the concerned workman did not take charge of the Tool Room from Sri C. R. Bose and Sri S. P. Paul, Senior Clerk who was looking after the Stores was deputed to take over charge from Sri C. R. Bose in addition to his own duty. It has been contended by the concerned workman that he was not relieved of his duty in the Time Office. But this contention is his ipse-dixit and no documentary evidence has been produced in support of this contention. On the other hand, the Office Order bearing No. RS|Tata|762|85 dated 8-2-85 (Ext. M-1) envisages that Sri B. G. S. Prasad Rao was promoted to officiate as Time Keeper purely on ad-hoc basis and posted in the Time Office in place of the concerned workman.

9. Consequent upon failure of the concerned workman to take charge of Tool Room on promotion as Senior Clerk he was visited with chargesheet for misconduct on two counts, (i) for refusal to take over charge of Senior Clerk, Tool Room and (ii) refusal of promotion (Ext. M-2 and M-8). The concerned workman was directed to show cause and the appropriate authority, upon being satisfied about his misconduct, inflicted punishment on him by withholding his passes and PTOs for three years from 1985 to 1987 on the charge of misconduct of refusal to take over charge of the post of Senior Clerk in Tool Room. He was also debarred for ad-hoc promotion for a period of one year from 1-2-1985 for his misconduct of refusal of promotion.

It has been contended by Shri J. P. Singh that the concerned workman was visited with punishment twice for the same misconduct. According to him, the management punished the concerned workman twice for his alleged failure to take charge of Tool Room as Senior Clerk. But the Administration viewed his failure to take charge of the Tool Room as (a) refusal to carry out order and (b) refusal of promotion. Anyway, this aspect of the case is no longer a live issue since it is an admitted fact that the higher authority had since lifted the punishment imposed on him debarring promotion for one year. Now, the only punishment that the concerned workman is subjected to is withholding of his passes and PTOs for three years from 1985. The concerned workman has stated in his petition dated 12-4-85 (Ext. M-3) that it was the practice that the charge of the Tool Room should be held by the Senior Clerk and that since Sri S. Paul, Senior Clerk was looking after Tool Room, the question of his taking charge from Sri Paul did not arise. Thus, the defence of the concerned workman against his posting in the Tool Room as Senior Clerk is that it was the practice that the senior-most Senior Clerk should hold the charge of Tool Room and since Sri Paul, Senior Clerk was looking after the Tool Room the question of his taking charge of the Tool Room did not arise.

Sri N. C. Mallick, Advocate, for the management has submitted that the contention of the concerned workman is unsubstantial and unsustainable. In my view, the position is really so because the concerned workman was not directed to take charge of the Tool Room permanently. He was simply directed to take charge temporarily and that was necessitated in view of the imminent retirement of Sri C. R. Bose and absence of Sri D. N. Sharma on the ground of illness. That apart there is no hard evidence to indicate that it was always the senior-most Senior Clerk who was to hold the charge of Tool Room. In view of the matter the concerned workman cannot escape from the misconduct he committed by not complying with the order of his superior directing him to take charge of Tool Room from Sri C.R. Bose.

10. Under the Railway Servants (Discipline and Appeal) Rules, 1968, penalties that may be imposed on the railway servants are of two kinds—minor penalties and major penalties. Minor penalties are—

- (i) Censure ;
- (ii) Withholding of his promotion for a specified period.
- (iii) Recovery from his pay of the whole or part of any pecuniary loss caused by him to the Government or Railway Administration by negligence or breach of orders ;
- (iii-a) Withholding of the Privilege Passes or Privilege Ticket Orders or both ;
- (iv) Withholding of increments of pay for a specified period with further directions as to whether on the expiry of such period this will or will not have the effect of postponing the future increments of his pay.

Rule 9 envisages that the enquiry should be held for imposing major penalties. Since withholding of Privilege Passes or Privilege Ticket Orders or both

is comprehended under minor penalty, it is not necessary that formal departmental enquiry should be held in withholding such passes or PTOs. Even so, I consider that infliction of penalty on the concerned workman by withholding his passes and PTOs for three years from 1985 to 1987 is too harsh. In my view withholding of passes and PTOs for two years will meet the end of justice.

11. Accordingly, the following award is rendered the action of the management of Divisional Railway, South Eastern Railway, Chakracharpur Division, Distt. Singhbhum in withholding the passes and PTOs in respect to the concerned workman is justified, but not for three years. The management is directed to pass appropriate order modifying the penalty imposed on him by withholding his passes and PTOs for those two years which are more advantageous to him.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer

[No. L-41012/1987-D.II(B)(Pt.)]

K.V.B. UNNY, Desk Officer

नई दिल्ली, 4 अक्टूबर, 1990

का. आ. 2762—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में निम्नलिखित विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पक्ष प्रकटित करती है जो केन्द्रीय सरकार का 24-9-90 को प्राप्त हुआ था।

New Delhi, the 4th October, 1990

S.O. 2762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government on 24-9-90.

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(94)/1985

PARTIES :

Employers in relation to the management of Bank of India, Gwalior Branch, Gwalior (M.P.) and their workman, M.C. Gupta, Cash-cum-Accounts Clerk, represented through the Zonal Secretary, M.P. Bank Employees Association, 2nd Floor, Jayendraganj, Gwalior (M.P.)

APPEARANCES :

For Workman ... Shri V. K. Bahal.

For Management ... Shri V. R. Rao and R. K. Kardam, Officers of the Bank.

INDUSTRY : Banking ... DISTRICT : Gwalior (M.P.)

## AWARD

Dated : September 6th, 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12012/115/83-D.II(A) dated 18th October, 1985, for adjudication of the following dispute :—

“Whether the action of the management of Bank of India Gwalior in relation to their Gwalior Branch in terminating the services of Shri M. C. Gupta, Cash-cum-Accounts Clerk with effect from 9-11-1982 is justified? If not, to what relief is the workman concerned entitled?”.

2. Undisputed facts of the case are that Mahesh Chandra Gupta was employed in the Bank of India, Gwalior, Lashkar, Gwalior. He was appointed on the post of Cashier-cum-Clerk with effect from 31-12-1976. On 4th September, 1982 he was served a Memo No. 20 : P.E.S. : 464 dated 4th Sept. 1982 telling him that he had submitted a false caste certificate at the time of his appointment. He was asked to submit his explanation. He submitted it on 11-9-1982 and denied the above allegation but without any departmental enquiry, charges etc. his services were terminated vide office order No. RD/PERA/11,6390 dated 4-11-1982.

3. The case of the workman in brief is that because he was an active member of the Trade Union as also Office Secretary of the Gwalior Unit of M.P. B.E.A. the management was annoyed with him and his services were terminated on false ground. He belongs to the Scheduled Caste. Thus his order of termination is void. That apart, his services were terminated without one month's notice or notice pay in lieu of notice and without payment of retrenchment compensation in violation of the provisions of Sec. 25F of the I. D. Act as also Sec. 25B of the I. D. Act. He is, therefore, entitled to be reinstated with full back wages and consequential relief.

4. According to the management, Shri M. C. Gupta, does not belong to a Scheduled Caste. He obtained a false certificate from the Dy. Collector, Gwalior on 29-12-1976 which was submitted to the Bank at the time of appointment. He does not belong to Scheduled Caste. He was employed on the reserved vacancy of the Scheduled Caste and thus his appointment is illegal. Eligibility for appointment in general category is 24 years, whereas on the date of application M. C. Gupta was 28 years of age. As the relaxation of five years of age was available to Scheduled Caste category he was granted the said relaxation. Thus his termination of service is unbiased and legal because his appointment itself was on a forged certificate of being a Scheduled Caste.

5. As no departmental enquiry was held the Court vide its order dated 25-6-1986 directed the parties to lead evidence about the misconduct of the workman and the evidence was adduced by both the parties.

6. Reference was the issue in this case as per proceeding dated 29-1-1986.

7. The only question to be decided by this Tribunal is whether the workman fraudulently obtained the

said Caste Certificate by showing himself to be belonging to a Scheduled Caste and if so, what is its effect ?

8. The workman has proved as many as 14 documents, Ex. W/1 to Ex. W/14 and the management has proved documents Ex. M/1 to Ex. M/37. The management on its part has examined V. Vanchesswarai (M.W. 1) who was Agent of Gwalior Branch, Navneet Lal Taori (M.W. 2) Branch Manager, Gwalior Branch of the Bank of India, M.W. 2 Rajesh Nath Chaturvedi, Manager of Jiwaji Branch Gwalior, P. P. Ashithana (M.W. 4), Deputy Manager, Bank of India, Lal Bazar, Gwalior who made enquiry about the past history of Shri M. C. Gupta, whether he belongs to Scheduled Caste or not and in this regard he had collected certificates from the St. John College, Agra (Ex. M/21), certified copies of Court case registers (Ex. M/22 to Ex. M/27 and Ex. M/28 to Ex. M/31), Srichand Holarain Sachwani (M.W. 5) Accountant in the Bank of India, Jiwaji Branch, Gwalior, M.W. 6 Surendra Kumar S. Shah, Chief Officer (Personnel) and Liaison Officer for S.C./S.T. who proved that the workman was appointed from the reserved category and relaxation of age and test was made in his case as per Ex. M/31 and Ex. M/32 is the roster register regarding candidates selected and the category to which he belongs, Kailash Mehta (M.W. 7) Manager, Gwalior Branch, Gwalior, in whose time the recruitment was held and appointment letter (Ex. M/33) of the workman was issued, M.W. 8 Indoo Sharma is a Deputy Collector who was then posted at Gwalior and who had issued the certificate Ex. M/34, according to which the workman concerned belonged to Scheduled Caste. This witness has categorically stated that he had only filled up the Column no. 2 of the Certificate in his hand and put his signatures. The portion above is not in his hand and he has not certified that the petitioner/workman was "Koli" by Caste which is a Scheduled Caste. He has explained that though the form is prescribed for the Scheduled Caste and Scheduled Tribe, Shri Gupta had told him that the Bank wants a certificate in this proforma of domicile and therefore he had signed it as Domicile Certificate and not as a Certificate of Scheduled Caste and Scheduled Tribe. This document is certainly a base and crux of this case because there is no other documentary proof to show that the workman belongs to Scheduled Caste.

9. The B to B part of Ex. M/34 confirms the testimony of this witness (M.W. 8) to the effect that the Certificate contains residential place of the applicant and as such the Deputy Collector had signed this certificate under the apprehension that this is a Domicile Certificate of the sort which is required by the Bank.

10. M.W. 9, Narendra Prasad Sharma, is another Deputy Collector who was posted at Gwalior during 1980-1985. He has specifically stated that no certificate of the sort (Ex. M/33A) was sent to him along with the photo copy Ex. M/34 for verification by the Bank.

11. This witness has specifically stated that as per orders of the Collector he made full enquiry and found that no Scheduled Caste Certificate was issued

from the Collectorate to the workman. According to him, a record is kept in relation the issuance of Scheduled Caste Certificate while according to Indoo Sharma (M.W. 8) Scheduled Caste/Scheduled Tribe Certificate is issued from the Tribal Department and not from the Collectorate. Hence no question of issuing this type of certificate arise. M.W. 10, Pheool Singh Yadav, A.S.I. is another witness who had recorded (Ex. M/17) lodged by the Bank and had examined Gayetri Bai wife of M. C. Gupta and father of the workman Kanta Prasad respectively as per Ex. M/24 and Ex. M/25. These documents are certainly not admissible in evidence because Gayetri Bai and Kanta Prasad have not been produced before this Court. They could only be used for corroboration or contradiction and not otherwise. Their evidence was certainly material to prove workman's case.

12. The workman has examined himself as W.W. 1, Dharamvir Pisricha as W.W. 2 and Ram Gopal Batham as W.W. 3. According to them M. C. Gupta belongs to Scheduled Caste viz. Koli. According to W.W. 2, Dharamvir Pisricha he is cousin of the workman. He says in his cross-examination that he also belongs to Koli Caste and this fact has been mentioned in his certificate of Higher Secondary School. He further states that he can produce the certificate, but he did not come with the certificate to support his alleged cousin, W.W. 3, Ram Gopal Batham, says that he knows M. C. Gupta and he belongs to Scheduled Caste.

13. If the High School Certificate of the workman is perused in the light of the testimony of W.W. 2, Dharamvir Pisricha, there should be a mention of the fact that the workman concerned belongs to Scheduled Caste, but the certificate Ex. M/3 does not disclose this fact. So is the case of his Bachelor's Degree (Ex. M/13) and his wife Certificate Ex. M/20. They all have been shown as Guptas.

14. Nothing solid could be put forth before this Court to prove that the workman concerned belongs to Scheduled Caste "Koli". On the other hand, from the evidence on record it is apparent that he fraudulently obtained the certificate Ex. M/34 to show that he belongs to Scheduled Caste "Koli" on the basis of which he was selected from the Scheduled Caste Category and was appointed in the Bank.

15. I need not go into the details of the various documents produced by the Bank that the workman concerned was appointed in the category of Scheduled Caste. His age was 28 years which was relaxed because he belonged to Scheduled Caste as per Rules. Recruitment letter Ex. M/16 also shows that he was selected in the Category of Scheduled Caste. Ex. M/1 disclosed that he had shown himself belonging to Scheduled Caste. I do not think that any further proof than what has been produced is necessary to prove that the workman concerned was selected on the basis that he belongs to a Scheduled Caste to which he did not belong and he has not only fraudulently obtained the certificate but fraudulently inserted the caste as "Koli" viz. Scheduled Caste, to secure the job.

15. I, therefore, hold that the workman did not belong to Scheduled Caste. In any case he failed to prove that he belongs to Scheduled Caste.

16. The workman has obtained the certificate on the basis that he belongs to a Scheduled Caste. Thus he has practised fraud upon the Bank and fraudulently obtained the job showing himself belonging to a Scheduled Caste. His termination of services is justifiable. He is not entitled to any relief whatsoever. I, therefore, answer the reference as under :—

That the action of the management of Bank of India Gwalior in relation to their Gwalior Branch in terminating the services of Shri M. C. Gupta, Cash-cum-Accounts Clerk with effect from 9-11-1982 is justified. He is not entitled to any relief. Parties will bear their own costs.

V. N. SHUKLA, Presiding Officer

[No. L-12012/115/83-D.II(A)]

नई दिल्ली, 5 अक्टूबर, 1990

का.प्र. 2763.—आद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अन्वयेण में, केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबन्धन के संबद्ध नियोक्ताओं और उत्तम कार्यकारी के बीच, अनुव्य में निर्दिष्ट आद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचवट का प्रकाशित करते हैं, जो केन्द्रीय सरकार को 25/9/90 का प्राप्त हुआ था।

New Delhi, the 5th October, 1990

S.O. 2763.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government on 25-9-90.

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT LC(R)(67)/1982

PARTIES :

Employers in relation to the management of Bank of Baroda, Indore (M.P.) and their workman, Shri Kanhaiyalal S/o Budhaji Chauhan, Cash Collector, C/o Shri Shiv Cycle Service, Village Rangwasa (RHO), Post Rangwasa, District Indore (M.P.)

APPEARANCES :

For Workman.—Shri S. K. Vyas, Advocate and Shri Ajay Mishra, Advocate.

For Management.—Shri S. V. Patwardhan, Advocate.

INDUSTRY : Banking DISTRICT : Indore (M.P.)

AWARD

Dated : September 14th, 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-12012/366/81-D II(A) dated 12th October, 1982, for adjudication of the following dispute :—

“Whether the action of the management of Bank of Baroda, M.P. region, Bhopal in terminating the services of Shri Kanhaiyalal S/o

Budhaji Chauhan, Cash Collector with effect from 23-7-80 is justified? If not, to what relief the workman is entitled?”

2. Undisputed facts of the case are that Shri Kanhaiyalal was appointed at the Bank's Siyaganj Branch, at Indore as a temporary Cash Collector for a period of three months by order dated 19-11-1973, from 19th November 1973 to 18th February 1974 and further for a period of three months by order dated 2-4-1974 from 8th April to 7th July 1974. It has not been challenged that as per Cash Collector it was the duty of the workman to go to the customers houses and collect petty cash from them for deposit in the Bank. He had to attend the places of business, residences or other places from which the Banks customers and borrower, operate for the purpose of collection payment cash to/from them. He had also to do the work of Cash Department such as receipt and payment of cash and all incidental work connected thereto.

3. It has not been challenged by the workman that it was brought to the notice of the Bank that he had collected a sum of Rs. 2220 from 23 borrowers of the Bank on various dates for credit to their accounts. It is also not disputed that the services of the workman were terminated with effect from 23-7-1980. The explanation was given by the workman in regard to his misconduct.

4. The case of the workman in brief is that the workman concerned had worked from 19-11-1973 till 23-7-80 and as such he had acquired the status of a confirmed employee and a continuous worker for the purpose of Industrial Disputes Act. He was allotted various duties in addition to the duties which was specified in the appointment letter dated 19-11-1973, 2-4-1974 and 9-7-1974. He had honestly and diligently discharged his duties during the entire period. During the period in question the workman and his wife were suffering from Jaundice and both of them were indisposed even after return from leave. He was not well though he attended to his duties. He had requested the management to make available to him all the relevant records with regard to collection said to have been made, the dates of these collections, the dates on which they were deposited the diary maintained by the workman and other relevant records, but the management did not allow the workman to have access to these documents. Unless these documents are made available to the workman he would not be able to submit specifically with regard to the fact stated by the management. The workman alleged that even if there had been any delay in depositing the collections made, the delay may be either due to the workman being on leave or the workman being not in a normal state of health or on account of the refusal of the concerned counter clerk to receive the deposit on the pretext of close of business hours.

5. In fact Mr. Chelani, the Branch Manager, wanted him to work for his brother for securing loans and he having not done so he has to suffer.

6. The workman has not committed any misconduct. The order of termination has been issued under false pretext of loss of confidence. If according to the management there is a confessional statement of the workman, nothing should have prevented them from holding a domestic enquiry after serving a proper

charge-sheet to the workman. Looking to the weakness of the case the management deliberately avoided domestic enquiry. The termination was not made by the proper authority i.e. the appointing authority. The appointment was made by the Area Manager while the termination order has been passed by the Senior Manager who is subordinate in rank to the Assistant Area Manager. The order of termination is, therefore, void.

7. Even according to the management's statement, it is an order of retrenchment simpliciter and the services could not be terminated without proper, fair and complete enquiry as also without complying with the provisions of Sec. 25F(a), (b) & (c) of the Industrial Disputes Act. The order of termination being void ab initio the workman is entitled to reinstatement with full back wages and allowances.

8. According to the management, the workman had collected a sum of Rs. 2220 from 25 borrowers out of Bank on various dates for credit to their accounts, but has not deposited the same in the bank. He had also accepted deposits aggregating Rs. 1220 without giving acknowledgments in form of seal, the matter was brought to the notice of Senior Manager, Siyaganj Branch, Indore, when one of the borrowers Shri Satya Narayan Bherwal reported that he had given Rs. 40 on 17-11-1979 to Mr. Chauhan when the latter visited his shop and gave receipt in form of seal for Rs. 40. This amount was not deposited for credit to the borrower's account. On receipt of this information, further investigations were carried out at Branch level and the entire verification of cash collection work of the said Branch was scrutinised. It was found that about 16 cheques were outstanding for Rs. 1395. It was further found that on 23-1-1980 the workman had deposited Rs. 785 in nine accounts. It was also found that he has not maintained proper record on the date of collection it was also noticed that he had collected Rs. 2220 in 25 accounts against which he had issued seals with the available balance of Rs. 1000 and the remaining amount of Rs. 1220 without seals. Since the job in which the workman was involved was a job of confidence and trust the matters constituted serious misconduct.

9. The workman concerned was required to give his explanation on 30-1-1980. He gave a signed statement that he had not deposited a sum of Rs. 2220 which he collected from various customers and promise to deposit the same by 4-2-1980. Since the fact of receiving money and not depositing the same was admitted no further enquiry was necessary and after giving retrenchment compensation by way of caution and also Rs. 4350.54 P. being the pay in lieu of notice his services were terminated. Thus his termination of service is just and legal.

10. In rejoinder the workman has stated that his explanation was obtained by Mr. Chelani, Branch Manager, Shri Urdhvarasha, Senior Branch Manager and two other officers who threatened him that as there were allegations of delay and omissions in depositing the collections allegedly collected by the workman, he should sign a statement as dictated by them failing which he will be dismissed from service and prosecuted in a Criminal Court by the Police. The workman who belong to Schedule Caste was helpless in the circumstances and finding no alternative was coerced to write

and sign the same as dictated. The said statement was not voluntary and could not be used in terminating his service without due and proper enquiry.

11. My predecessor by proceedings dated 19-6-1984 gave a finding that the management will be permitted to prove misconduct as stated by the management before this Court. My predecessor had also framed the following issues as per proceedings dated 17-3-1983 and my findings are recorded against each of them :—

#### ISSUES

1. Whether in the circumstances of the case the termination of Kanahaiyalal, workman, by the Bank was legal because—
  - (a) the Bank had lost confidence on the workman;
  - (b) the services of the workman could be terminated without holding a departmental enquiry; and
  - (c) for any other reason.
2. Whether the termination could be justified on the ground that the Bank had authority to retrench the workman?
3. Whether in the circumstances of the retrenchment was legal?
4. Relief.

#### FINDINGS WITH REASONS :

12. Issues Nos. 1 to 4.—I will take up all these issues together for the purpose of gravity and convenience.

13. At the outset, I must point out that certain documents have been numbered twice such as Ex. M/11 D/16, Ex. M/2=D/2, second page of Ex. M/2=D/3, Ex. M/3=D/1, Ex. M/4=D/15, Ex. M/5=D/17, Ex. M/8=D/4, Ex. M/19=D/5, M/21=D/6, Ex. M/31=D/7 and Ex. M/39=D/8.

14. From the pleadings as well as from the evidence on record as also from the termination Order (Ex. M/5) it is very clear that the workman Shri Chauhan was dismissed from service or removal from service due to loss of confidence and it is by way of abundant caution that he is alleged to have been paid retrenchment compensation. As defined under Section 2(cc) of the I.D. Act "Retrenchment" means—

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include ..."

Thus this being a case of termination from service as a punishment inflicted by way of disciplinary action, the question of payment of compensation as required by Section 25F of the I.D. Act does not arise because this is not a case of retrenchment at all as pointed out by the workman.

15. This fact is further fortified from the explanation Ex. M/3 of the workman concerned according to which he himself had confessed that collections made from the debtors by him had not been deposited by him and he would deposit the same. According to

the workman, however, this confession was obtained under coercion, while according to the management, it was a voluntary confession and both the parties have led evidence in this regard. Whatever the case may be, this Court having specifically permitted the management to prove the misconduct of the workman concerned, independently, this Court shall not be required to decide the case on the basis of the said admission. The most that can be is that this document can be used as a corroborative piece of evidence in regard to the misconduct of the workman concerned if it is voluntary admission.

16. I may, however, point out at this juncture that if the alleged misconduct is proved it amounts to misappropriation which is punishable under the Penal Code irrespective of the fact whether it was a temporary misappropriation or not and if that was the case, the circumstances can well lead to presume that the workman must be aware of the consequences if he does not make such a confession and gets himself let off without facing the criminal trial. It is from this angle only that the alleged coercion, if any, should be seen though the management has specifically denied that the workman concerned was coerced by the persons named by him to make the confession.

17. However we shall proceed to examine the entire situation independently.

18. The workman has been examined as W.W. 2. He has not said a word against the allegations made by the management either in the written statement or in the depositions of M.W. 1. Sridhar, Senior Manager, M.W. 2 Lekhranj Ramchand Chelani, Officer-

in-Charge, Bank of Baroda, Shivajiganj, Indore, under whom the workman concerned was working and against whom the allegations are made that because the workman had not cleared the loan application of his brother he was falsely implicated and he was one of the men who coerced the workman to sign confessional document Ex. M'3. The fact of coercion has, however, been denied by Sridhar, M.W. 1 and Lekhranj Ramchand Chelani, M.W. 2.

19. In support of the contentions made by the management, M.W. 2 Lekhranj Ramchand Chelani has stated that one Satva Narain Phurelal was the borrower as per Ex. M'1 and he had deposited Rs. 40/- on 17-11-1979. This amount had not been given credit in the Bank's account. It is on his complaint that matter was enquired into and was found that the said amount had not been credited in the Bank's Account Books which led to further enquiries and various misconducts were found on the part of the workman.

20. While making enquiry Lekhranj Ramchand Chelani checked the personal diary of the workman concerned, the cumulative copies of which are Ex. M'8 to Ex. M'17 (original diary is on record). After examining his personal diary Lekhranj Ramchand Chelani prepared the statement Ex. M'2.

21. Reverting back to the statement Ex. M'2 we find that Rs. 1435/- & Rs. 785/-, total Rs. 2200.00 (as per Ex. M'2) were collected by the workman on the dates given therein and were deposited in the Bank on the dates given therein. It would be convenient to reproduce Ex. M'2 which is as follows :—

### BANK OF BARODA MSA CELL SIYAGANJ INDORE

Amount deposited on 2-2-1980.

Sl. No.	A/c No.	Name & Address of the borrower	Amount collected	Date of collection	Date of deposit in Bank	Remarks.
1.	1943	Mr. Babusingh, Pattal Seller 61/2 Malharganj, Indore.	Rs. 60/-	June 1979	2-2-80	
2.	4272	Mr. Mohd. Shabir Suleman (Bag Maker) 8/3 Chhipabakhal, Indore.	Rs. 40/-	Sept. 1979	2-2-80	
3.	4870	Mr. Nandlal Moolchand (Readymade Garments) Dhanmandi, Malharganj, Indore.	Rs. 40/-	April. 1979	8-11-79	

Sl. No.	A/C No.	Name & Address of the borrower	Amount collected	Date of collection	Date of deposit in Bank	Remarks
4.	5275	Mr. Kailash Chandra (General Stores) 375, M.G. Road, Indore.	Rs. 200/-	Sept. 1979	2-2-80	
5.	5345	Mr. Jasubhai (Grocery Shop) 224, Jawahar Marg, Indore.	Rs. 200/-	Sept. 1979	2-2-80	
6.	5312	Mr. Kailash Chandra, (Namkin) 29, Ramganj Mandi, Indore.	Rs. 140/-	19-4-79	2-2-80	
7.	5358	Mr. Ghanshyam (Veg. Vendor), Itwaria Bazar, Indore.	Rs. 50/- Rs. 50/-	August 79 Sept. 79	2-2-80 2-2-80	
8.	5512	Mr. Satyanarayan Jethmal, (Grocery) 295/17, M.G. Road, Indore.	Rs. 50/-	23-10-79	2-2-80	
9.	6111	Mr. Babulal (Grocery Shop) 93, Netaji Subhash Marg, Indore.	Rs. 100/-	3-11-79	2-2-80	
10.	6288	Smt. Bhagwantibai (Grocery), 236, Indira Nagar, Indore.	Rs. 80/-	—	2-2-80	Not recorded in diary.
11.	6543	Mr. Mohanlal Bhagwandas, (Grocery), 307, M.G. Road, Indore.	Rs. 60/- Rs. 120/-	Aug. 79 Nov. 79	2-2-80 2-2-80	
12.	6599	Mr. Satyanarayan Bherulal, (Tailor), 72, Biyabani, Indore.	Rs. 40/-	17 Nov. 79	2-2-80	
13.	7769	Mr. Ashok Kumar, (Tailoring), 14, Ahilya Palton, Indore.	Rs. 50/-	15-11-79	2-2-80	
14.	7429	Mr. Inayat Hussain, (Grocery) 42, Marothia Bazar, Indore.	Rs. 150/-	Nov. 1979	2-2-80	
15.	8160	Mr. Nandlal Moolchand, (Readymade Garm) 25, Dhangali, Indore.	Rs. 5/- Rs. 1435/-	26-11-79	2-2-80	

Amount deposited on 23-1-80					
1. 3618	Mr. Motilal Sunderlal. (Fruit vendor) Itwaria Bazar, Indore.	Rs. 100/-	16-11-79	23-1-80	
2. 3911	Mr. Harirao Dashrath, (Tailor), 297, M.G. Road, Indore.	Rs. 75/-	30-11-79	23-1-80	
3. 5222	Mr. Beniram (Utensil) 20, Kadabin, Indore.	Rs. 50/-	19-5-79	23-1-80	
4. 6543	Mr. Mohanlal Bhagwandas, (Grocery), 307, M.G. Road, Indore.	Rs. 100/-	—	23-1-80	Not recorded in loan pass book.
5. 6988	Mr. Suresh Singh, (Rice Patti), 108/2 Juna Risala, Indore.	Rs. 200/-	—	23-1-80	
6. 6989	Smt. Pushpa, (Embroidery Works) 50, Arjun Palton, Indore.	Rs. 60/-	11-12-79	23-1-80	
7. 7155	Mr. Radheshyam. (Grocery) 30/4, Labria Bheru, Indore.	Rs. 50/-	—	23-1-80	
8. 7236	Mr. Ghasiram Bherulal Patel (Embroidery), 59, Mazawir Nagar, Indore.	Rs. 50/-	30-11-79	23-1-80	
9. 8111	Mr. Kailash Kumar (Namkin), 225, M.G. Road, Indore.	Rs. 100/- Rs. 785/	—	23-1-80	

22. W.W. 2, workman concerned, has admitted during his cross-examination that he had collected the amounts shown in Ex. M/2 from the persons concerned on the dates shown against each, but he has denied that he had deposited these amounts on the dates shown in Ex. M/2. According to him, he had deposited these amounts on the dates he had received them. But this fact is not fortified from the evidence on record. On the contrary, the evidence on record affirms the statement of Lekhraj Ramchand Chelani M.W. 2, in this regard. It is obviously for this reason only that the workman concerned could not specifically deny these facts as pleaded in para 3(b) of the statement of the management. On the contrary, the workman has given evasive reply of these averments

and has tried to defend himself by stating that during this period he and his wife were suffering from Jaundice and both of them were indisposed, even after return from leave the workman was not well but he attended to his duties [Rejoinder of workman dated 17-3-83 para 4(a)]. The workman has further defended himself by saying that even if there had been any delay in depositing collections made, the delay may be either due to workman being on leave or the workman being not in normal state of health or on account of the refusal of the concerned counter clerk to receive the deposit on the pretext of close of business hours [para 4(d) of the workman's rejoinder]. He has, however, tried to prove that his wife was ill during this period. She, however, has not been examined by the workman.

23. Thus it is established from the evidence adduced by the management that the amounts as shown in Ex. M|2 were deposited on the dates given in the said document.

24. I have gone through the entire evidence Ex. M|1 to Ex. M51 and Ex. W|1 and the remaining other documents i.e. Ex. A series of documents.

25. W.W. 2 has further proved that Ex. M|18 is statement prepared by Shri Chauhan indicating the outstanding loans of the borrowers which he failed to deposit in the Bank. Ex. M|19 is the receipt granted by Shri Chauhan to the borrower. He further states that though the receipt is not in the Bank form, it is a good receipt passed by him. This witness has further stated that Ex. M|19 shows that Shri Chauhan had received the amount from the borrowers on 11-12-79 but he deposited the same on 23-1-1980. Ex. M|20 relates to the transactions Ex. M|19. Ex. M|21 to Ex. M|30 are the receipts of the amounts on pass books of the customers (original pass books are on record). These receipts show that the amount which was received, as per the receipts, were deposited by him in the Bank and Ex. M|31 to Ex. M|49 are vouchers which were used for depositing the amounts collected from the borrowers. These vouchers relate to those collections under which Shri Chauhan had passed receipts Ex. M|21 to Ex. M|30.

26. This witness has further stated that Ex. M|31 to Ex. M|49 are the vouchers under which the money collected by Shri Chauhan had been deposited. These amounts had been collected earlier. Date of collection/deposit of the amounts in the Bank is given in Ex. M|2. This witness has further stated that dates of collections and deposits of amounts in the Bank given in Ex. M|2 is based on the above documents. This witness has also proved leave account of Shri Chauhan. This witness has further explained that he had verified all these facts from the diary collected from him which is Article A|15. On the basis of this diary given by Shri Chauhan he prepared a statement to find out as to which amount has not been deposited by him in the Bank. This statement is Ex. M|3. This witness stated that after he had known and found the extent of amount Shri Chauhan had not deposited in the Bank he reported the matter to the higher authority which is Ex. M|1.

27. The testimony of this witness has been corroborated by M.W. 1, Fridhar.

28. M.W. 3, Moti Lal Gupta, is the witness who is one of the borrowers of the Bank. Article A is the Pass Book which was issued to him and according to him he made payment on 16-4-1979 as per Article A.11. He confirmed that the entry dated 16-4-1979 is in the handwriting of Shri Chauhan.

29. M.W. 4, Hari Rao, is another witness who had taken a loan from the Bank amounting to Rs. 1500 and Article A12 is the Pass Book issued to him. According to him, he had paid Rs. 75 on 30-10-1979 to Shri Chauhan who had put stamp and signature on the Pass Book.

30. M.W. 5, Nand Lal, is a witness who had also taken loan from the Bank and on 26-11-1979 he had

deposited Rs. 50 towards his loan which was received by Shri Chauhan.

31. All these witnesses say that they presumed that deposits must have been credited in their accounts on the same date, but the facts are just otherwise and while on one part Shri Chauhan gave an evasive reply in regard to these facts and did not speak a word of denial of these facts in his examination-in-chief. It is only during cross-examination that he had made evasive denials of these facts and obviously he cannot be believed. He has tried to explain by examining Dr. P. G. Raman (W.W. 1) to show that his wife was sick during the relevant time, but this witness failed to show as to on what basis he had issued the certificate during his cross-examination. According to the certificate, wife of Shri Chauhan was under his treatment from 10th November, 1979 to 10th February, 1981. However, there is no substantial material except oral testimony of Shri Chauhan to show that Shri Chauhan was sick and was on leave and he had drawn medical reimbursement as deposed by him. Thus firstly his testimony to the effect that due to sickness of his wife and himself latches might have occurred is not established and secondly, there is no sufficient evidence to believe that the latches occurred due to the said reasons. And in the light of above facts & circumstances, it can be well understood that Ex. M|3 was not obtained from the workman under coercion as stated by him, but as a voluntary confession of fact which has been duly established from the material on record.

32. This is a serious type of misconduct and as I have already pointed out above, it is an embazlement. May be tempering or deposits were made after detection. If the accounts are not upto date the Bank cannot be believed and Ex. M|2 gives out serious latches on the part of the workman concerned in as much as the amount of Rs. 60 recovered from one Babu Singh in June 1979 was deposited by him in the Bank on 2-12-1980 after his latches were discovered (Ex. M|3 statement was made on 20-1-80). I need not deal in details of the latches given therein as I have already reproduced them from Ex. M|2 and they speak of themselves about the grave misconduct on the part of the workman.

33. I have gone through the arguments advanced by the workman concerned and it is mainly on the basis of the fact that no retrenchment compensation was given and his termination was in violation of the Sec. 25F of the I. D. Act and that the workman employed after him are still in service & that there is violation of provisions of Sec. 25G of the I. D. Act also. But this is not a case of retrenchment but a case of removal or dismissal from service on the ground of misconduct.

34. I, therefore, record my findings as follows :—

In the circumstances of the case the termination of Kanhaiyalal Budhaji Chauhan, workman, by the Bank was legal because —

- (a) The Bank has lost confidence on the workman.
- (b) His services cannot be terminated without holding a departmental enquiry (Evidence of misconduct was however permitted to be led before this Tribunal).

- (c) The termination of the services of the workman concerned were justified and it did not amount to retrenchment under Sec. 2(oo) of the I. D. Act. His termination from service is justified and his misconduct has been established before this Tribunal.
- (d) The workman concerned is not entitled to any relief.

Reference is answered accordingly as follows :—

That the action of the management of Bank of Baroda, M. P. Region, Bhopal in terminating the services of Shri Kanhaivalal S/o Budhai Chauhan, Cash Collector with effect from 23-7-1980 is justified. He is not entitled to any relief. Parties to bear their own costs.

V. N. SHUKLA, Presiding Officer  
[No. 12012/366/81-D.II(A)]

नई दिल्ली, 8 अक्टूबर, 1990

का. प्रा. 2764—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केमरा बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में लेबर कोर्ट, इरनाकुलम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-90 को प्राप्त हुआ था।

New Delhi, the 8th October, 1990

S.O. 2764.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court Ernakulam, as shown in the Annexure in the industrial dispute between the employers in relation to the Canara Bank and their workmen which was received by the Central Government on 24-9-90.

IN THE LABOUR COURT, ERNAKULAM

Saturday, the 15th day of September, 1990

PRESENT :

Shri R. Raveendran, B.A., B.L., Presiding Officer.  
Industrial Dispute No. 3 of 1988(C)

BETWEEN

The Management of Canara Bank, represented by the Deputy General Manager, Canara Bank, Circle Office, Staff Section (Workmen), M.G. Road, Thiruvananthapuram-695 039.

AND

Their workman Shri V.G. Gopalakrishnan, Valla Veettil House, Pizhala P.O., Dist. Ernakulam, Kerala.

REPRESENTATIONS :

Shri M. C. Sen, Advocate, Kochi-16.—For Management.

Shri H. B. Shenoy, Advocate, Kochi-35.—For Workman.

AWARD

The industrial dispute between the above parties was originally referred to the Industrial Tribunal, Madras for adjudication by the Government of India 2669 GI/90—12

Ministry of Labour, New Delhi as per Order No. L-12012/68/86.D-II(A) dated 22-12-1986. Subsequently the Government of India as per Order No. L-12012/68/86.D-II(A) dated 20-4-1988 has transferred the case to this Court with a direction to proceed with the proceedings from the stage at which it is transferred and dispose of the same according to law. The issue referred for adjudication is the following :—

“Whether the action of the Management of Canara Bank, Trivandrum in terminating the services of Shri V. G. Gopalakrishnan with effect from 30-4-1980 and not considering him for further employment while engaging fresh hand under Section 25H of the I.D. Act is justified? If not, to what relief is the workman entitled?”

2. The workman has filed a claim statement stating as follows:—

The workman was employed as a Peon at the Ezhikkara Branch of Canara Bank. He was working as a Peon from 4-6-1979 to 31-4-1980 when Sri Balachandran was the Manager of the Branch. He was in continuous service for the entire period during the term of the above Manager. The workman has registered with the Employment Exchange. Subsequently when Sri Balachandran left and one Sri Mitran took charge of the Branch as the Manager the workman's service was terminated with effect from 31-4-1980 to accommodate a person of his choice. The said Manager was so unscrupulous and committed frauds for which a charge sheet was issued against him and he was dismissed from the services of the Bank. The workman took up the matter with the Deputy General Manager, Staff Section, Canara Bank Trivandrum. They replied by a letter dated 24-6-1982 stating that candidates whose names have been sponsored by the Employment Exchange are only being considered for recruitment to subordinate cadre as per norms. If the workman was informed of the changed position at the appropriate time with regard to the appointments to subordinate cadre the workman would have got into service in the normal course. This material fact was suppressed by the Management and it has created the present problem. The workman made a final representation on 24-9-84 in writing to the Deputy General Manager, Staff Section, Canara Bank, Circle office, Trivandrum mentioning his period of service and with a request to take him in service. It was replied by the Management of Canara Bank that the workman was not selected through Employment Exchange and hence his services were discontinued. The Management Bank was not issuing any memorandum with regard to temporary appointments and relieving from duties as and when vacancies arose and workmen used to be appointed. The workman was not allowed to sign on the Muster. The Branch Manager in charge was expected to keep a note book to note the name of the person temporarily working and the days he works and make payments by debiting the General Charges Account. Hence the workman has not documentary evidence with him. The termination of the workman is illegal and so he may be reinstated in service with back wages.

3. The Management has filed a counter statement contending as follows:—

The Management Bank is a Nationalised Bank. The employees of the Bank are classified as Award Staff and non-award staff. The award staff consists of persons who answer to the definition of the term, "workman" under the I.D. Act. The appointing authority for the post of any award staff is the Deputy General Manager who is the administrative head of the concerned circle. The Branch Managers have no power to appoint any person for employment in the service of the Management Bank. Whenever any member of the sub-staff goes on leave or absents from work, the Branch Managers may engage casuals on a daily rate and such engagement is only for the days for which they are engaged. Such engagements take place either due to absenteeism or for some temporary contingency. These casuals have no right of employment nor are they employed in the service of the Management Bank. The workman was engaged as a casual in the Parur Ezhikkara Branch for 41 days between 4-6-1979 and 17-4-1980 as per details given below:—

June 1979	4th and 8th	1.2 days
July 1979	21st and 30th	1.2 "
August 1979	2nd, 16th, 23rd, 29th	1.4 "
September 1979	7th, 10th, 11th, 12th & 27th	1.5 "
Oct. 1979	3rd, 19th, 22nd	1.3 "
Nov. 1979	13th to 19th and 21st	1.7 "
Dec. 1979	4th, 10th, 20th	1.3 "
Jan. 1980	11th to 15th, 23rd, 24th, 29th	1.8 "
Feb. 1980	18th and 26th	1.2 "
March 1980	4th, 17th, 23rd	1.3 "
April 1980	7th and 17th	1.2 "
		41 days

The workman was not engaged after 17-4-1980. After a period of 4 years, on 24-9-84 the workman sent a communication to the Management stating that he was temporarily working as a Peon in the Parur Ezhikkara Branch from 4-6-79 to April, 1980, that after the transfer of Sri S. Balachandran, Manager of the Parur Ezhikkara Branch no vacancy was intimated to him and that he should be given a chance to serve the Management Bank. The Management Bank declined to consider his request. The dispute has been raised by the workman in his individual capacity under Sec. 2-A of the I.D. Act. An industrial dispute under Sec. 2-A can be maintained only with regard to dismissal, discharge or retrenchment of an individual workman. The claim for re-employment under Sec. 25-H would not fall within the scope of dismissal, discharge or retrenchment and therefore the claim based on Sec. 25-H cannot be countenanced in an industrial dispute raised under Sec. 2-A of the I.D. Act. Therefore the order of reference is not maintainable and the same should be rejected. The workman was never in the employment of the management bank and the question of termination did not arise. As the workman was engaged only as a casual labourer, his non-engagement would not amount to termination. The non-engagement was from 17-4-1980 and not 30-4-1980 as mentioned in the order of reference. Since the

workman has not put in one year of continuous service and had worked for 41 days in a period of 11 months, there was no obligation even to give any notice pay or compensation. The dispute itself was raised long after the cessation of his engagement in April, 1980. Even for engaging casuals, the management bank was obliged to offer such engagement only to persons sponsored by the Employment Exchange and therefore the workman could not be considered for casual engagement after April, 1980. There is no merit in the claim of the workman and an award may be passed rejecting the claim of the workman.

4. The workman has filed a rejoinder reiterating his claims in the claim statement and refuting the contentions in the counter statement.

5. The points that arise for consideration are whether the action of the management of Canara Bank, Trivandrum in terminating the services of Shri V. G. Gopalakrishnan with effect from 30-4-1980 and not considering him for further employment while engaging fresh hand under section 25H of the I.D. Act is justified and if not to what relief is the workman entitled?

6. According to the workman, he was working as a Peon from 4-6-1979 to 30-4-1980 when Sri Balachandran was the Manager of the Ezhikkara Branch of Canara Bank. He was in continuous service for the entire period during the term of the above Manager. Subsequently when Shri Balachandran left, one Mitran took charge as the Manager the workman's service was terminated with effect from 30-4-80 to accommodate a person of his choice. Even though he represented the matter before the authorities of the Management Bank, they have not heeded to his request. Since the termination of his service is illegal, he is entitled to get re-employment under Sec. 25H of the I.D. Act.

7. The contention of the Management is that the Branch Managers have no power to appoint any person in the service of the management Bank and the workman was not appointed in the Bank as a Peon. Whenever any member of the sub-staff goes on leave or absents from work, the Branch Managers may engage casuals on a daily rate and such engagement is only for the days for which they are engaged. Such engagements take place either due to absenteeism or for some temporary contingency. These casuals have no right of employment nor are they employed in the service of the management Bank. It is further contended that the workman was engaged as a casual in the Parur Ezhikkara Branch for 41 days between 4-6-1979 and 17-4-1980 as detailed in the counter statement. Therefore he is not entitled to get the benefit of Section 25H of the I.D. Act and he is only a casual labourer. It is further contended that the dispute has been raised by the workman in his individual capacity under Section 2A of the I.D. Act. An industrial dispute under Section 2A can be maintained only with regard to dismissal, discharge or retrenchment of an individual workman. The claim for re-employment under Section 25H would not fall within the scope of dismissal, discharge or retrenchment and therefore the claim based on Section 25H cannot be countenanced in an industrial dispute raised under Section 2A of the I.D. Act.

Therefore the order of reference in so far it speaks of workman's claim for re-employment under Section 23H of the I.D. Act is not maintainable.

8. The first question to be considered is whether this dispute under Section 2A can be maintained. It is an admitted fact that the workman was employed as a Peon in the Bank for 41 days between 4-6-1979 and 17-4-1980 as casual labourer. It is also an admitted fact that he was not engaged as a casual labourer with effect from 30-4-1980. The learned counsel for the workman would argue relying on the decision in H.D. Singh v. Reserve Bank of India and others (1986 1 LLJ 127) that the striking off the name of a workman from the rolls by the employer amounts to termination of service and such termination is retrenchment within the meaning of Section 2(oo) of the Act and if such termination is effected in violation of the mandatory provisions of Sec. 25F, the termination would be invalid. It is further held in the above decision that the striking off the name of workman is clearly termination of his services and the dispute therefore falls within Sec. 2A of the I.D. Act. In this case also it is an admitted fact that the delinquent was engaged as a casual labourer in the Bank, but he was not engaged with effect from 30-4-1980. So that non-engagement will also amount to termination of service and the dispute falls within Sec. 2A of the I.D. Act. It is also pertinent to note that as per Sec. 2A where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer concerned with or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute. Therefore the non-engagement of the delinquent as a casual labourer will also amount to "otherwise termination" of the service of the delinquent. In these circumstances I find that this dispute under Sec. 2A of the I.D. Act is maintainable.

9. Another aspect to be considered in this case is as to whether the workman had sufficient length of service to have the benefit of Section 25F of the I.D. Act at the time of termination of his service. According to the workman, he was working as a Peon from 4-6-1979 to 30-4-1980 continuously and therefore he has the service of more than 300 days. But according to the Management, he was employed only 41 days as a casual labourer during the period between 4-6-1979 and 17-4-1980. The workman as WW1 would depose that he entered in the service of the Management on 4-6-1979 while one Balachandran was the Manager of the Bank and his service was terminated on 30-4-1980 and he had continuous and uninterrupted service during this period. He would depose in the cross-examination that he was not allowed to put his signature in the register and he was engaged even when the permanent peon was also working in the Bank. So also when the Peon was taking leave, he had worked in the Bank. He was not given any appointment order from the Bank. He has also deposed that he has received salary by putting his signature in the wage slip.

10. MW1, the Senior Manager of the Bank, would depose that the delinquent had worked there as a Peon on daily wages when the permanent peon was on leave. He was not engaged in the work continuously and he has not come to the Bank for work after 17-4-1980.

11. MW2, the Manager of Ezhikkara Branch of the management has produced Ext. M2. He has deposed that Ext. M2 it can be seen that the delinquent was paid for 41 days.

12. Ext. M1 series and M2 would go to show that the delinquent was paid daily wages for 41 days on different occasions. It can be seen that no convincing evidence is adduced by the delinquent apart from the uncorroborated interested testimony of the delinquent to prove that he has worked in the Bank continuously for 240 days in a year. The Management has also produced Exts. M1 and M2, the only available documents, to prove the days in which the delinquent has worked and received wages. It is also pertinent to note that the delinquent was alleged to be appointed by the Branch Manager who is not competent to appoint a person regularly in the Bank as per the rules prescribed for the appointment of the personnel in the Bank. Therefore, it has to be held that the delinquent was engaged as a casual labourer whenever the contingency arose on account of the leave taken by the permanent peon or the service of the permanent peon was not available on account of the other reasons. It is also significant to note that the delinquent has put forward this claim only after the lapse of four years from the date of non-engagement. The Bank authorities found it difficult to appoint him on a temporary basis on account of the fact that his name was not included in the list given by the Employment Exchange, as the recruitment only can be made from the persons included in the list supplied by the Employment Exchange. Since the delinquent has not succeeded in proving that he was having the sufficient length of service for getting the benefit under Section 25F of the I.D. Act, he cannot claim the benefit of Section 25H of the I.D. Act also.

13. In the light of the above discussion I find that Sri V. G. Gopalakrishnan was only a casual labourer who was engaged on daily rate when the service of the permanent peon was not available due to leave or other reason and so the action of the management of Canara Bank, Trivandrum in terminating the services of Sri V. G. Gopalakrishnan with effect from 30-4-1980 and not considering him for further employment while engaging fresh hand under Section 25H of the I.D. Act is justifiable and the delinquent is not entitled to any relief in this reference. An Award is passed accordingly.

Ernakulam,  
15-9-1990.

R. RAVEENDRAN, Presiding Officer.  
[No. 12012/68/86-D.II(A)/IR/B.(II)]

#### APPENDIX

Witnesses examined on the Management's side :

MW1. Shri S. Balachandran.

MW2. Shri V. Prabhakaran.

Witness examined on the Workman's side :

WW1. Shri V. G. Gopalakrishnan.

Exhibits marked on the Management's side :

Ext. M1. series. Debit slips in regard to the daily wages paid to Shri V. G. Gopalakrishnan.

Ext. M2. Photostat copy of General Charges Subsidiary of the Canara Bank showing miscellaneous charges from 5-1-1979. Exhibits marked on the Workman's side.

Ext. W1. Employment Exchange registration card of Shri V. G. Gopalakrishnan.

Ext. W2. Copy of a representation dated 24-9-1984 from the workman to the management.

Ext. W3. A communication dated 19-10-1984 from the management to the workman.

Ext. W4. A communication dated 24-6-1982 from the management to the workman.

R. RAVEENDRAN, Presiding Officer.

नई दिल्ली, 9 अक्टूबर, 1990

का. प्र. 2765.—आध्यात्मिक विवाद आधानयम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केंद्रिय सरकार भारतिय जवन बीमा नियम के प्रवर्धन के संबद्ध नियोजकों धार उमक कमकारी के बीच अनुबंध मानावष्ट आध्यात्मिक विवाद म केंद्रिय सरकार आध्यात्मिक अधिकरण, बम्बई के पत्रपत्र का प्रकाशित करता है, जा केंद्रिय सरकार का 25-9-90 का आदेश हुआ था।

New Delhi, the 9th October, 1990

S.O. 2765.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Life Insurance Corporation of India and their workmen, which was received by the Central Government on 25-9-90.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 BOMBAY

JUSTICE S. N. KHATRI—Presiding Officer

Reference No. CGIT-1 of 1989

PARTIES:

Employers in relation to the Management of Life Insurance Cor. of India

AND

Their Workmen.

APPEARANCES:

For the Employers : Shri P. M. Palshikar, Advocate Shri Kirtikar, Officer.

For the Workmen: Shri A. S. Deo

INDUSTRY : Insurance. STATE : Maharashtra Bombay, dated the 14th day of September, 1990

AWARD

The Central Government has referred the following Industrial Disputes to this Tribunal under Section 10 of the Industrial Disputes Act for adjudication.

"Whether the action of the management of Life Insurance Cor. of India in relation to its Satara Branch office in remaining the services of Shri Vijay Uttam Mane, a part-

time scavenger-cum-sweeper from service w.e.f. 10-2-1986 is justified? If not, to what relief the workman is entitled?"

2. The parties have amicably settled the dispute on terms annexed to this Award. I have satisfied myself that the settlement is voluntary, fair to the workman and conducive to the promotion of Industrial peace. I accept it and make award in terms thereof.

3. The workman had filed an application dated 16-1-89 before my learned predecessor (Jumdar J) for a direction to the management to allow T.A., D.A. and special leave to his Union's representative. To-day by consent of both sides I have granted the application and consequently the workman's representative will be entitled to T.A., D.A. and special leave for five occasions, the particulars of which will be supplied to the management by the workman in due course. As desired by both sides, this direction is also being incorporated in the Award

4. Award accordingly. No order as to costs.

S. N. KHATRI, Presiding Officer

[No. L-17012/22/88-D-IV(A) | IR.B(11) DI(B)]

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY  
BEFORE SHRI S. N. KHATRI

Reference (CGIT) No. 1 of 1989.

BETWEEN

Life Insurance Corporation of India

AND

Their Workmen.

May it please this Hon'ble Tribunal:—

The subject matter of the above reference has been amicably settled as per the settlement dated 14-9-90 copy of which is hereto annexed and marked as Annexure 'A'.

Both the parties further submit and pray that this Hon'ble Tribunal be pleased to pass an award in terms of the settlement (Annexure "A" hereto) and dispose of the reference accordingly.  
14-9-1990.

for and on behalf of Life Insurance Corporation of India.

Regional Manager (L&H.P.F.) Western Zonal Officer Bombay

Workmen.

ANNEXURE "A"

MEMORANDUM OF SETTLEMENT

Representing Employer,

Life Insurance Corporation of India.

Representing Workmen,

This settlement made this——day of July, 1990 between Life Insurance Corporation of India

(hereinafter referred to as 'The Corporation') and the Western Zone Insurance Employee Association (hereinafter referred to as 'The Association').

Whereas the Ministry of Labour, Government of India by its Order dated 23rd December, 1988 referred the Industrial Disputes between the Management of the Corporation and Association in respect of the dispute regarding the termination of the service of Shri Vijay Mane, a part-time scavenger-cum-sweeper to the Central Government Industrial Tribunal No. 1.

And whereas during the course of pendency of proceedings both the parties have agreed to settle the dispute by an amicable settlement.

And whereas pursuant to discussions and negotiations, the parties have arrived at the following settlement to the intent that it shall be ending on them in terms of section 2 (p) read with section 18 (1) and 19 of The Industrial Disputes Act, 1947.

Now this settlement witnesseth and it is hereby agreed by and between the parties hereto as follows:  
**Terms of the Settlement**

1. Shri V. U. Mane will be reinstated in the services of the Corporation as part-time Scavenger-cum-Sweeper with 4 hours duty every day.
2. On reinstatement in the services of the Corporation with effect from 18-6-90 Shri V.U. Mane will be given continuity in service from date of his original appointment i.e., from 30th May, 1984, till his date of reinstatement.
3. The period of absence from the duty, from the date of his termination i.e. 10-2-1986 till he is reinstated will be treated as dies-non i.e. period not spent on duty.
4. The workman will not get any benefit for the period treated as dies-non.
5. Shri Mane will be paid ex-gartia amount equivalent to 65 per cent of his monthly wages drawn by him from the date of his removal viz. 10-2-1986, for the period from 10-2-1986 till 17-6-1990 as early as possible amounting to Rs. 17,636.53 as per statement annexed.
6. His remuneration on reinstatement will be fixed as per Award of National Industrial Tribunal in ref. (NTS) 1 of 1985 and relevant circular issued in this connection applicable to the part-time employees, taking into account his past service from 30-5-1984. His period of absence from the date of termination till reinstatement will be treated as dies-non. He will not get any benefit for the said period of dies-non for the purpose of refixing his salary, the increments falling due during the period of dies-non, will be taken into account notionally. In other words his remuneration on reinstatement will be fixed on prorated basis proportionate to the number of hours of work per day, based on salary at the basic pay of Rs. 810 in the time scale of Sweepers

which includes prorated normal grade increment falling due in June, 1990. Thus on joining duties his total remuneration would be Rs. 624.59 (Rs. Six hundred twenty four and Rs. fifty nine only) Both the basic pay of Rs. 810 and total remuneration of Rs. 624.59 are subject to verification and confirmation by the parties.

7. He will also be entitled to leave and other benefits in terms of the M.I.T. Award applicable to the part-time employees giving him continuity of service from 30th May, 1984, but excluding the period of dies-non.
8. It is hereby agreed that the workmen concerned and the Union representing the workman will not raise any dispute in future whatsoever about his removal from the service or about any benefit applicable to him in pursuance to and covered by these consent terms.
9. It is also agreed by the Management and the Union that the employee Shri V. U. Mane be allowed to resume his duties forthwith, pending the award of this Hon'ble Tribunal.

Bombay, dated this 14th day of September, 1990.

for and on behalf of

Life Insurance Corporation of India.

For Workman

Regional Manager (L. & H.P.F.) Western Zonal Officer, Bombay

का. घा. 2766.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रारण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, समुच्च निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-9-90 को प्राप्त हुआ था।

S.O. 2766.—In pursuance of Section 17 of the Industrial Disputes Act, '947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Syndicate Bank and their workmen, which was received by the Central Government on 28-9-1990.

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR.

Industrial Dispute No. 185 of 1989

In the matter of dispute between :

Shri Inder Pal Singh,  
C/o. Shri V. K. Gupta,  
2/363, Namneir Agra,

AND

The Divisional Manager,  
Syndicate Bank,  
43/21 Sanjai Palace Agra.

**AWARD**

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/100/58-D.II(A) dt.

8th August, 1989, has referred the following dispute for adjudication to this Tribunal.

Whether the action of the management of Syndicate Bank in terminating the services of Shri Inder Pal Singh Guard is justified? If not, to what relief is the workman entitled?

2. The case of the workman is that he is an ex-servicemen. He served the Indian Army as soldier for about 20 years. He was appointed as Guard against regular and permanent vacancy at Snaipadimandi Branch Agra of the Syndicate Bank on 15th March 1986. He fulfilled all the eligible criteria of the bank for recruitment as Guard. However on 31st October 1986, the Branch Manager, discontinued his services without any cogent reasons and any specific written orders when he was on the verge of completing 240 days of continuous service. He alleges that after discontinuing his services the bank appointed another man in his place. When he approached higher officers, they assured him to wait as the matter regarding his reinstatement was under consideration. But nothing came out of it. In fact the management availed time to get the new man confirmed in the service of the bank. The management's action is arbitrary, illegal and amounts to unfair labour practice. He has therefore, prayed for his reinstatement with continuity of service and full back wages with all consequential benefits.

3. In defence the management plead that a decoity took place at Bank's Cantonment Branch Agra in January, 1986. Therefore, the then branch manager of the said branch engaged the services of the workman on temporary basis. At the time of his appointment as Armed Guard there was no regular permanent vacancy of a Security Guard in that Branch. In fact the management had not sanctioned the post of Security Guard for that Branch. The appointment was thus made without any prior sanction/permission or subsequent approval/ratification by the competent authority. Further for the post of security guard a candidate has to satisfy certain minimum eligibility criteria, such as minimum educational qualification, physical fitness etc. However, in the case of the workman all those norms/criteria were never looked into nor followed by the then branch manager. Therefore the appointment of the workman was unauthorised. The workman has not passed the 8th Standard or its equivalent. His physical fitness for the post of Armed Guard was found to be below the prescribed standards. At the time of his appointment as temporary Armed Guard the workman did not possess valid gun licence. Hence there is no breach of any provisions of I.D. Act, and the workman is entitled to no relief.

4. It is however admitted that the workman had worked from 15-3-86 to 31-10-86. He was paid weekly wages at the rate of Rs. 22/- per day.

5. In support of his case the workman has filed his own affidavit. On the other hand, the management have, in support of their case filed the affidavit of Shri K. N. Bhatt, an officer of Personnel Department of the management and a few documents.

6. Admittedly the workman has worked as Armed Guard in the Cantt. Branch Agra of the bank from

15-3-86 to 31-10-86 i.e. for 230 days which includes Sundays and Holidays.

7. The first question in this case to be considered is as to who made his appointment and under what circumstances. Neither in the claim statement nor in his affidavit, the workman has specifically alleged as to who had appointed him as Armed Guard. All that has been deposed to by him in para 2 of his affidavit is that bank management appointed him as Armed Guard. In his cross examination he has admitted that he was not given any appointment letter.

8. On the other hand, the management have come out with the case that there had been a decoity in the Cantt. Branch of the Bank at Agra, in January, 1986, whereupon the Branch Manager of the said branch appointed the workman as Armed Guard on temporary basis without the prior permission and sanction of the competent authority. He even did not seek subsequent approval or ratification regarding his act from the competent authority. In this case no rejoinder has been filed. Even in his affidavit the workman has not disputed the fact that there had been a decoity in the Cantt. Branch of the bank in January, 1986.

9. The management has however corroborated the fact by means of affidavit that the workman was directly engaged by the manager of the Cantonment Branch of the Bank unauthorisedly. The management's further case is that at the time of appointment as Armed Guard there did not exist any vacancy of Security Guard at the said branch. This fact has been corroborated by the management witness in his affidavit wherein he has deposed that the Agra Cantt. Branch did not have a sanctioned Armed Guard Post till November 1986, and it was only after that Security Guard who was selected by the bank after fulfilling the eligibility criteria was posted at the said branch. There is no evidence in rebuttal.

10. Thus from the above evidence it stands proved that on account of decoity in the Agra Cantonment Branch of the Bank, in January, 1986, that the workman came to be appointed on temporary basis as Armed Guard by the then Manager of the said branch without prior permission/sanction of the competent authority when there did not exist any such post of Armed Guard.

11. Another point which arises for determination is whether the then Branch Manager of the Agra Cantt. Branch of the bank was competent to make the said appointment and if not whether he obtained approval or ratification of his act subsequently from the appointing authority. With his affidavit, the management witness has filed the copy of Bank's Circular dt. Feb. 25, 1985. It is on the subject of recruitment of Ex-servicemen as Guards for Branches and Currency Chests. Para 3 of it lays down the minimum acceptable standards at the time of recruitment. One such standards is that he should be an Ex-servicemen preferably from the fighting arms i.e., infantry, artillery, engineers or signals, Ex-servicemen from Army Medical Corps or Army Service Corps should not be preferred. In connection with it is further stated that this is because the men from the fighting arms are well verse in the handling of fire arms. The second is that the candidate should be of the Medical

Category AYE at the time of release from the Armed Forces. The third one is that they should have studied atleast upto VIIIth Standard but should not have possessed SSLC or Matriculation. Some other guide lines have also been given but we need not refer to them for the purposes of this case

12. In his cross examination the management witness has deposed that the circular dt. 25-2-85 lays down norms for appointment of armed guards both appointment as well as temporary.

13. With his affidavit the management witness has also filed the copy of letter dt. 13-10-87 from the Manager Personnel to the Dy Public Assistant General Manager, Zonal Office Lucknow. It is on the subject of verification of Character and Antecedents of Security Guards. From the last para of the letter it appears that for sub staff category Zonal Offices are the appointing authorities.

14. In his cross examination the workman has admitted that he was not sponsored by the Employment Exchange. He has also stated that he has read upto IIIrd Standard. If further appears from the service card copy of which has been filed by the management witness with his affidavit that he was simply a waiter in the Mess in the Engineering Section.

15. From the above evidence it stands proved that the workman was appointed Armed Guard by the then Branch manager Agra Cant. Branch when he even did not possess the minimum qualification (acceptable standards) for recruitment as Armed Guard. It further stands proved that the appointing authority for Armed Guard in the Bank, both temporary and Permanent was the Zonal Office.

16. It appears doubtful to me that the Branch Manager had sought approval of the Zonal Office with regard to appointment made by him. It appears from the facts deposed to by the management witness in his affidavit that the Divisional Office of the Bank is at Agra and it is headed by the Divisional Manager. He has also stated that the fact about the temporary appointment made by the then Branch Manager came to the notice of the Zonal Office only when the Divisional Office might be on the representation of the workman recommended to the Zonal Office for the permanent absorption of the workman as Armed Guard. It therefore appears that in view of the dacoity which took place in the month of Jan. 1986, the then branch manager might have appointed the workman as temporary guard on temporary basis as stop gap arrangement with the tacit approval of the Divisional Manager.

17. In para 11 of his statement in cross examination, the management witness has deposed in clear terms that the Zonal Office was never informed of the fact that the then branch manager had made a temporary appointment of Armed Guard. The fact that his services were terminated on 31-10-86 goes to show that the Zonal Office did not approve to the appointment of the workman as temporary Armed Guard nor it was prepared to consider the workman for permanent absorption in the service of the bank as Armed Guard.

18. The result therefore is that the then branch manager made the appointment of the workman as

Armed Guard on temporary basis when he was not competent to appoint him. The Zonal Office which was competent to make such appointment never approved of the said appointment nor ratified the same.

19. It has been argued on the basis of the Ruling in the case of Kapurthala Central Cooperative Bank Limited Versus The Presiding Officer Jullandher and others 1984 Lab IC 974(P&H) that the bank management was guilty of unfair labour practice as it terminated his services at a time when he was going to complete 240 days of working in a year within the meaning of section 25B I.D. Act. In the said case it was held that the practice of retrenching the workman close to his attaining a years continuous service in a year to frustrate his attaining rights under chapter V-A of the I.D. Act is an unfair Labour Practice. It was also a case where certain workmen had worked for 230 days.

20. I have considered that above ruling carefully and find that the ruling is distinguishable on facts. It was given in a case where the workman had been validly appointed by the competent authority. It was not a case where they were not validly appointed by the competent authority as in the case before us. Therefore, to my mind, the workman cannot be given any benefit of law laid down in the said ruling. It is a case where the workman was appointed not only by an incompetent authority but also a case where the workman even did not possess the minimum acceptable standards for appointment as Armed Guard given in the bank's circular dt. 25-2-85. No doubt it has been admitted by the management witness in statements made during the course of his cross examination that some time in November 1986 at the said branch another man possessing the requisite qualifications was appointed by the Zonal Office but that will not in the least improve the case of the workman.

21. Hence, from the above discussions of evidence I hold that the action of the management of Syndicate Bank in terminating the services of Shri Sunder Pal Singh workman cannot be held as unjustified.

22. The result is that the workman is entitled to no relief.

23. The reference is answered accordingly.

ARIAN DEV. Presiding Officer

[No. L-12012/100/88-D.II(A)]

V. K. VENUGOPALAN, Desk Officer

नई दिल्ली, 5 अक्टूबर, 1990

का प्र. 2767.—केन्द्रीय सरकार ने यह समाधान ढोजने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के उपबंधों के अन्वय में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का 1067 दिनांक 30 मार्च, 1990 द्वारा यूरेनियम उद्योग की उक्त अधिनियम के प्रयोजनों के लिए 20 अप्रैल, 1990 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 20 अप्रैल, 1990 से छह मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा सं० एस-11017/10/85-डी-1(ए)]

नन्द लाल, प्रवर सचिव

New Delhi, the 5th October, 1990

**S.O. 2767.**—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India, in the Ministry of Labour S.O. No. 1067 dated the 30th

March, 1990, the Uranium Industry to be a public utility service for the purposes of the said Ac., for a period of six months, from the 20th April, 1990;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 20th October, 1990.

[No. S-11017/10/85-D.I(A)]

NAND LAL, Under Secy.